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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

KRISTA PERRY, an individual;  
LARISSA MARTINEZ an individual;  
JAY BARON an individual; RACHEL  
PFEFFER, an individual; DIRT BIKE  
KIDZ, Inc., a California corporation;  
ESTELLEJOYLYNN, LLC, a New  
Jersey limited liability company;  
JESSICA LOUISE THOMPSON  
SMITH, an individual; LIV LEE, an  
individual;

Case No. 2:23-cv-05551-MCS-JPR  
Hon. Mark C. Scarsi

## FOURTH AMENDED COMPLAINT

## Plaintiffs.

V.

SHEIN DISTRIBUTION CORPORATION, a Delaware corporation; ROADGET BUSINESS PTE., LTD; ZOETOP BUSINESS CO., LTD.; and GEORGE CHIAO:

## Defendants.

1 Plaintiffs Krista Perry, Larissa Martinez, Jay Baron, Rachel Pfeffer, Dirt Bike  
2 Kidz, Inc., Estellejoylynn, LLC, Jessica Louise Thompson Smith and Liv Lee  
3 (“Plaintiffs”) hereby bring this complaint against Defendants Shein Distribution  
4 Corporation; Roadget Business Pte., Ltd; Zoetop Business Co., Ltd. (the “Shein  
5 Entity Defendants”); and George Chiao (“Chiao” and together with the Shein Entity  
6 Defendants, “Defendants”).

7 **I. INTRODUCTION**

8 1. According to its website, [sheingroup.com](http://sheingroup.com), “SHEIN is a global online  
9 fashion and lifestyle retailer with a mission to make the beauty of fashion accessible  
10 to all.” SHEIN also claims to have offices in 19 countries, to serve 150+ markets, to  
11 employ 11,000 people, and to collaborate with 4,600 designers and artists. SHEIN  
12 states that it is headquartered in Singapore with “key centers of operation around the  
13 world, including the U.S., Brazil, Ireland, and Southern China.” SHEIN further  
14 represents that it “has key offices in the [sic] Los Angeles, Sao Paulo, Dublin,  
15 Guangzhou, Paris, Washington, D.C., London, and Singapore.” When this  
16 Complaint refers to SHEIN, it refers to the entity described on the website,  
17 [sheingroup.com](http://sheingroup.com).

18 2. For all the scrutiny given to TikTok, it is surprising that Congress has  
19 not considered more dramatic action against the Chinese fast-fashion giant SHEIN.  
20 The brand sells more clothing than any other in the world; and recently raised \$2  
21 billion in capital at a staggering \$66 billion valuation. Like TikTok, SHEIN’s  
22 business model depends on collecting a shocking amount of data from its  
23 customers—which it then reverse-engineers into fashion trends. SHEIN is actually a  
24 greater societal threat than TikTok—because it contributes mightily to serious  
25 problems beyond data security and privacy, such as environmental damage,  
26 sweatshop (or worse) labor conditions, tax avoidance, child safety, as well as the  
27 subject of this lawsuit, large-scale and systematic intellectual property theft from  
28

1 U.S. designers large and small.<sup>1</sup> Worse, there is every worry that the SHEIN high-  
2 tech business model, described below, will spread and lead other industries on a race  
3 to the bottom.

4       3. One wonders why what is effectively the world's third most valuable  
5 private company doesn't do more to shed its outlaw status.<sup>2</sup> Nike devotes unlimited  
6 resources to avoiding any hint of sweatshop conditions or other supply chain  
7 scandals—while SHEIN somehow survives grave reports of slave labor and unsafe  
8 children's clothing. As explained below, it turns out that avoiding direct blame is  
9 another key aspect of SHEIN's business model, as its decentralized structure often  
10 allows it to plausibly redirect blame. More to the point, SHEIN's widely discussed  
11 misconduct generates enough upside that it is worth the public relations damage. So  
12 far, "bad press" has obviously not taken SHEIN down. Excited "microinfluencers"  
13 still extoll the virtues of their \$100 "#sheinhaul,"<sup>3</sup> even as they come out firmly  
14

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15       <sup>1</sup> Congress has indeed recognized the dangers posed by SHEIN. In April, it issued a stinging rebuke to the  
16 brand in the form of an "[Issue Brief](#)" detailing some of the same problems described here, "including  
17 exploitation of trade loopholes; concerns about production processes, sourcing relationships, product  
18 safety, and use of forced labor; and violations of intellectual property rights." Reading through the Brief,  
19 however, reveals that even Congress was stymied in its attempts to gather all relevant information,  
20 especially about the corporate structure of SHEIN and who to hold accountable. Due to this factual  
21 vacuum, in February 2023, Senators Bill Cassidy (R-LA), Elizabeth Warren (D-MA), and Sheldon  
22 Whitehouse (D- RI) [wrote](#) to SHEIN's secretive founder Sky Xu, demanding information on some of these  
23 same issues, within thirty days. On information and belief, SHEIN has thus far ignored the request. The  
24 same lack of information is apparent in media accounts. There is no shortage of SHEIN exposés in major  
25 news publications—but none of them contain anything close to a full factual story about who and what  
SHEIN is and how it operates. Plaintiffs were forced to engage in extraordinary research to gather the  
allegations presented here, because their cases involve eventually proving facts relating to the closely  
guarded secrets of SHEIN's design process and labyrinthine corporate structure.

2       <sup>2</sup> SHEIN would be among the world's top three most valuable private companies—along with SpaceX and  
Byte-Dance, the owner of TikTok—if it were in fact one company. But as discussed below, there is no  
single company that can be identified as SHEIN. Rather, it is a dizzying and ever-changing decentralized  
amalgamation of companies—and it is this structure that facilitates the intellectual property  
misappropriation that is the impetus for this action.

3       <sup>3</sup> A search of #sheinhaul on social media reveals one of the brand's most effective forms of organic viral  
marketing—which conveniently bypasses the traditional media in bringing the messages of young  
consumers to other young consumers. SHEIN sends \$100 worth of apparel (which might be fifteen pieces,  
produced at a trivial cost) to a small-time influencer to gush as they unpack and try on new treasures. The  
practice is even more effective when carried out by an army of aspiring micro-influencers who hope to add  
followers as a result of a #sheinhaul video, as SHEIN strongly encourages them to do.

1 against overflowing landfills. When news hit of SHEIN selling Swastikas; or  
2 Muslim prayer rugs being sold as decorative “mats;” or necklaces with the word  
3 Allah in Arabic being sold with others reading “baby girl” and “scorpio,” SHEIN  
4 gets away with little more than comically token explanations and apologies.<sup>4</sup>

5 4. But this case is only tangentially about SHEIN being a generally bad  
6 actor (although its imperviousness to criticism extends to and even bolsters its  
7 ability to engage in intellectual property theft, as explained below). In this lawsuit,  
8 eight independent designers allege that SHEIN produced, distributed, and sold *exact*  
9 or close copies of their creative work. As shown below, these are not the familiar  
10 “close call” legal claims where a corporate apparel manufacturer takes inspiration a  
11 bit too liberally. At issue here, inexplicably, are true copies of copyrightable graphic  
12 design appearing on Plaintiffs’ products.

13 5. When they first saw SHEIN’s copies, Plaintiffs were as surprised as  
14 they were outraged. Why would SHEIN go to the trouble of precisely duplicating  
15 their work —when it would be easier and obviously less problematic to simply  
16 closely knock them off as other corporate apparel companies often do? But again, as  
17 it turns out, exact copying is part and parcel of SHEIN’s “design” process and  
18 organizational DNA. As alleged in detail below, and as Defendants knew and  
19 directly and willfully pursue, SHEIN’s design “algorithm” could not work without  
20 generating the kinds of exact or close copies that can greatly damage an independent  
21 designer’s career—especially because SHEIN’s artificial intelligence is smart  
22 enough to misappropriate the pieces with the greatest commercial potential. In other  
23 words, Defendants built an algorithm purposefully designed to unearth and then  
24 misappropriate the most valuable asset an independent designer might have:  
25 commercially valuable designs. Understanding how and why requires unraveling

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26 <sup>4</sup> SHEIN also maintains a glossy [public relations site](#), touting its good citizenship. The brand is often  
27 accused of greenwashing some of most serious problems. In late June, a scandal resulted from SHEIN’s  
28 courting of influencers with all-expenses-paid trips to China to view a “typical” factory, as reported by the  
[New York Times](#).

1 SHEIN's revolutionary business model, which is in some ways brilliant (as  
2 evidenced by the handful of new billionaires it has minted among its founders), but  
3 unfortunately also inherently causes some of the high-profile externalities  
4 mentioned above, including systematic intellectual property theft. The deeper one  
5 digs into SHEIN's business model, the more it becomes clear that a pattern of  
6 systematic criminal intellectual property infringement is baked in from the very  
7 beginning.

8       6. There is no Coco Chanel or Yves Saint Laurent behind the SHEIN  
9 empire. Rather, there is a mysterious tech genius, Sky Xu (a/k/a Chris Xu), about  
10 whom almost nothing is known. He made SHEIN the world's top clothing company  
11 through high technology, not high design. The brand has made billions by creating a  
12 secretive algorithm that astonishingly determines nascent fashion trends—and by  
13 coupling it with a corporate structure, including production and fulfillment schemes,  
14 that are perfectly executed to grease the wheels of the algorithm, including its  
15 unsavory and illegal aspects. To the uninitiated, the consumer-facing aspects of the  
16 model are utterly unfamiliar. Thousands of new items are offered for sale *every day*,  
17 for prices low enough to render the garments truly disposable. Yet even at this  
18 incredible volume and low price point, enough of SHEIN's pieces are so up-to-the-  
19 minute trendy as to keep armies of young people eagerly combing through the App  
20 for potential purchases. This is a daily activity for SHEIN fans, like browsing Tik  
21 Tok or Instagram. This is, of course, a retailer's dream—customers shopping your  
22 App on a regular basis as an enjoyable pastime—which quickly translates to billions  
23 of dollars in value.

24       7. If SHEIN's intellectual property theft and blame avoidance is  
25 facilitated by its byzantine shell game of a corporate structure, and the willingness  
26 of its control group to commit systemic and repeated infringements, as alleged in  
27 detail below, there is one legal regime that might provide the remedies necessary to  
28 combat such well-organized wrongs distributed across an array of related actors and

1 entities: the civil prong of the Racketeer Influenced and Corrupt Organizations  
2 (“RICO”) Act, which was designed to address the misconduct of culpable  
3 individuals who use others (i.e., enterprises) to commit crime. It is well established  
4 that egregious copyright infringement (of the type alleged here, and of the type  
5 referenced in other similar cases against SHEIN) constitutes racketeering—pursuant  
6 to a 2005 [act](#) of Congress adding “criminal infringement of a copyright” to RICO’s  
7 definition of “racketeering activity.” SHEIN also employs a scheme to defraud  
8 customers and designers as a regular way of doing business and that scheme is  
9 dependent upon SHEIN’s use of the U.S. Mail and interstate and foreign wires.  
10 Further, and as mentioned, SHEIN ’s misconduct is committed not by a single  
11 entity, but by a de-facto association of individuals and entities. And just as intended  
12 by Congress, the same decentralization that facilitates SHEIN ’s criminal  
13 infringement and other racketeering activity, renders the operators or managers of  
14 SHEIN, such as Defendants, liable under civil RICO. Further, SHEIN has grown  
15 rich by committing individual infringements over and over again, as part of a long  
16 and continuous pattern of racketeering, which shows no sign of abating. There is no  
17 indication that SHEIN intends to slow down any time soon—and indeed their  
18 corporate literature speaks only of projected exponential growth. It is not an  
19 exaggeration to suggest that SHEIN ’s pattern of misconduct involves commission  
20 of new copyright and trademark infringements *every day*.

## 21                   **II. JURISDICTION AND VENUE**

22       8.     This Court has original subject matter jurisdiction over this action and  
23 the claims asserted herein, under 18 U.S.C. § 1964. This is a civil action arising  
24 under 18 U.S.C. §§ 1961-1968, § 901(a) of Title IX of the Organized Crime Control  
25 Act of 1970, as amended, otherwise known as RICO, and specifically under 18  
26 U.S.C. § 1964(c) and other causes of action as set forth hereafter. This Court also  
27 has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 (“federal  
28 question jurisdiction”) and 1338(a)-(b) (“patent, copyright, trademark and unfair

1 competition jurisdiction") in that this action arises under the laws of the United  
2 States and, more specifically, Acts of Congress relating to patents, copyrights,  
3 trademarks, and unfair competition. Pursuant to Cal. Code Civ. Proc. § 410.10, each  
4 Defendant is subject to the personal jurisdiction of the Court because it (either itself  
5 or through agents) transacts business in, has agents in, or is otherwise found in and  
6 has purposely availed itself of the privilege of doing business in California and in  
7 this District, and because the alleged misconduct was directed to California and this  
8 district, and Defendants' marketing activities at issue in this case were expressly  
9 aimed at California residents (including promotional activities aimed at the West  
10 Coast and California apparel market). In addition, SHEIN and defendants have  
11 specifically directed sales and marketing activity towards California customers by  
12 operating a "pop up shop" in Los Angeles in 2022. Defendants are also subject to  
13 personal jurisdiction under the "effects test" in that each, with respect to the alleged  
14 acts of copyright infringement, (1) committed intentional acts (2) that were  
15 expressly aimed at the United States and California, and (3) that caused actual harm  
16 that the defendant knows is likely to be suffered in the United States and California.

17 9. Pursuant to 18 U.S.C. § 1965(a), this Court also has personal  
18 jurisdiction over each Defendant who resides, is found, has an agent, or transacts  
19 his/her/its affairs in this district.

20 10. To the extent any Defendant is found not to be subject to this Court's  
21 personal jurisdiction pursuant to 18 U.S.C. 1965(a), this Court may exercise  
22 personal jurisdiction over such Defendant pursuant to 18 U.S.C. § 1965(b) because  
23 the ends of justice require that the Court exercise personal jurisdiction over any  
24 defendant who claims not to have sufficient minimum contacts with the forum.  
25 Defendants have engaged in a multi-district conspiracy to defraud Plaintiffs and  
26 consumers. The Court has personal jurisdiction over at least one of the Defendants,  
27 and there is no other district that may exercise personal jurisdiction over all  
28 Defendants.

1       11.   Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(1)-(3)  
2 because a substantial part of the events or omissions giving rise to the claims  
3 occurred in this District in that, *inter alia*, Defendants have expressly directed their  
4 marketing and promotional activities at consumers in Los Angeles.

### III. PARTIES

6       12. Plaintiff Krista Perry is an individual residing in Worcester,  
7 Massachusetts. Perry is a well-regarded and successful illustrator and designer  
8 living in Massachusetts. In 2015, she received an honors BFA in illustration from  
9 Massachusetts College of Art and Design. Since then, Perry has created artwork for  
10 clients like Madewell, Nickelodeon, and Jameson Whiskey.

11       13. Plaintiff Larissa Martinez (aka Larissa Blintz) is an individual residing  
12 in Los Angeles County, California. Blintz is the CEO, creator, and owner of  
13 “Miracle Eye” a female-owned family-run small business, designing and fabricating  
14 ethically handmade-to-order clothing out of their workshop and store in Los  
15 Angeles.

16 14. Plaintiff Jay Baron is an individual residing in Los Angeles County,  
17 California. He is a well-regarded independent artist working between Burbank,  
18 California and Austin, Texas. He founded Retrograde Supply Co. when he was 18  
19 and has amassed a large social media following, with his work featured in  
20 television, film, and 100+ independent retailers in the United States.

15. Plaintiff Rachel Pfeffer is an individual residing in Maryland. She is a  
well-regarded designer, selling her original works through her Etsy store  
“RachelPfefferDesigns,” where she is a “Star Seller” with over 11,000 sales, and  
over 2,800 5-star reviews.

25       16. Plaintiff Estellejoylynn, LLC (“EJL”) is a New Jersey limited liability  
26 company, owned and operated by the mother/daughter team of Robin and Shannon  
27 Young. The Youngs are well-regarded jewelry and accessory designers whose  
28 original designs are sold at boutique retailers across the United States, as well as

1 through EJL's website and its Etsy store Estellejoylynn, where the company is a  
2 "Star Seller."

3       17. Plaintiff Dirt Bike Kidz, Inc. is a California corporation founded by  
4 professional freestyle motocross rider and professional off-road truck racer Jeremy  
5 "Twitch" Stenberg and his wife Susan. It produces original action sports clothing  
6 and accessories under the Dirt Bike Kidz brand name. The company's Instagram  
7 account @dirtbikelidz boasts over 300 thousand followers, and Jeremy's YouTube  
8 channel has over 250 thousand subscribers.

9       18. Plaintiff Jessica Louise Thompson Smith is an independent fashion  
10 designer and IATSE-affiliated costumer. Her original designs have become a  
11 favorite for high-profile celebrities, including musicians who commission her to  
12 design for their world tours; and her ready-to-wear collection is available through  
13 her website, and worldwide through select independent and specialty boutiques.

14       19. Plaintiff Liv Lee is a highly regarded illustrator and designer based out  
15 of Sydney, Australia. Her work has appeared on products ranging from fine art  
16 prints to apparel; book covers to dinnerware; and has been commissioned by major  
17 brands, including L'Occitane, Gorman, and Anthropologie. Lee displays her work  
18 on her social media accounts and personal website, where she sells prints of her  
19 work directly to consumers internationally.

20       20. Defendant Roadget Business Pte., Ltd ("Roadget") is a private  
21 Singapore Limited Company with no "operating parent company." Roadget is the  
22 owner of the SHEIN trademarks in the United States (and worldwide) and owns the  
23 website located at <https://us.shein.com> and the corresponding mobile application.

24       21. Defendant Shein Distribution Corporation ("SDC") is a Delaware  
25 corporation formed in April 2021 and registered to do business in California on May  
26 25, 2021. In Secretary of State filings, SDC represents that its principal office  
27 address is 757 S. Alameda Street, Suite 220, Los Angeles, California. SDC's  
28 "indirect operating parent" is Roadget. Since August 1, 2021, SDC has sold

1 products to U.S. consumers through the website <https://us.shein.com> and the  
2 corresponding mobile app, which it operates pursuant to a license from Roadget.  
3 SDC sells, products in categories ranging from apparel (women's, men's, and  
4 children's), footwear, home goods, and accessories.

5 22. Defendant Zoetop Business Co., Ltd., ("Zoetop") is a private Hong  
6 Kong company with "no operating parent." Until July 31, 2021, Zoetop sold  
7 products to U.S. consumers and worldwide through the website <https://us.shein.com>.

8 23. Defendant George Chiao ("Chiao") is the President of SDC and  
9 oversees the company's operations and human resources. Chiao is also the President  
10 of Shein Technology LLC ("Shein Tech") and the manager of Style Link Logistics  
11 LLC ("Style Link"). Shein Tech and Style Link are part of SHEIN. When filing  
12 documents with the Indiana Secretary of State on behalf of SDC and Shein Tech,  
13 Chiao states that his address is 757 S. Alameda Street, Suite 220, Los Angeles,  
14 California, but in documents filed with the Indiana Secretary of State of behalf of  
15 Style Link, Chiao states that his address is 5400 E. 500 S., Whitestown, Indiana.

16

## 17 **GENERAL ALLEGATIONS**

18 **SHEIN IS A FAST FASHION BEHEMOTH THAT THRIVES THROUGH**  
19 **IRREDEEMABLE INTELLECTUAL PROPERTY THEFT**

20 **A. SHEIN is a "big tech" success story.**

21 24. Just seven years ago, few people had heard of SHEIN. At that time, it  
22 was a small Chinese-based seller of bridal clothing (although it has never sold to  
23 Chinese customers). It is unclear which entity operated that early business, and  
24 there is no indication that such entity or entities had any improper purpose. The  
25 brand appeared on the radar of young American women fashion consumers  
26 sometime around 2016 or 2017, which appears to correspond to the introduction of  
27 the algorithm (which may or may not itself have begun featuring systematic and  
28 continuous copyright infringement) offering a rapidly changing assortment of

1      trendy and remarkably affordable clothing, shoes, accessories, and beauty  
2      products. In the most remarkable success story in the history of fashion, just a few  
3      years later, SHEIN is the world's largest fashion retailer with annual revenue  
4      approaching \$30 billion. The company outsells its closest rivals H&M and Zara  
5      *combined*, and does so with no reliance on brick-and-mortar stores.<sup>5</sup>

6      25.     SHEIN's online distribution channels have performed just as  
7      impressively. In May 2021, the SHEIN Mobile App became the most downloaded  
8      shopping mobile application in the U.S. on both iOS and Android, overtaking even  
9      downloads of Amazon's mobile application. In May 2022, that same mobile  
10     application became the most downloaded mobile application in the U.S. in *any*  
11     *category*, outperforming both TikTok and Instagram. Last year, the investment firm  
12     Piper Sandler surveyed 7,000 American teens about their favorite ecommerce sites  
13     and found that SHEIN trailed only Amazon. The company claims the largest slice—  
14     28 percent—of the U.S. fast-fashion market.

15     26.     The SHEIN brand also shines brightly on social media, with over 29  
16     million followers on Instagram, 7.1 million followers on TikTok and over 600,000  
17     followers on Twitter. These accounts offer the brand additional opportunities to  
18     reach millions of consumers, without spending on traditional advertising. In  
19     addition, SHEIN has recently emphasized its non-shopping site sheingroup.com,  
20     which has become something of a corporate propaganda site—often indirectly  
21     responding to new criticisms through policy and initiative announcements, such as  
22     its Sustainability Report, offered as response to public outcry regarding production  
23     and sourcing.

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26     <sup>5</sup> Allegations regarding SHEIN's and defendants' business, governance, and corporate structure are made  
27     on information and belief. This information and belief is based on extensive research including publicly  
28     available information, media reports, internet resources, LinkedIn personal profiles of employees, job  
recruiting resources, import/export records, and other lawsuits on file—and all information has been  
reasonably verified to the extent possible.

1       27. SHEIN is only poised to grow and expand, having recently raised \$2  
2 billion in private funding.

3       28. SHEIN has accomplished all this, while selling \$10 dresses, by being  
4 more of a big tech company than a traditional fashion company. Besides  
5 revolutionizing the apparel supply chain and micro-influencer marketing, SHEIN  
6 utilizes “big data” at the core of its design process.

7       29. In fact, for all the public criticism of SHEIN (discussed in more detail  
8 below), the story of its sheer technological success is underreported. SHEIN became  
9 the world’s top clothier through the deft use of artificial intelligence and an  
10 *algorithm*. That algorithm has handily bested every human attempt to consistently  
11 design desirable clothing. A new corporate apparel company can spend millions on  
12 trend forecasting firms, designers, and consultants—but obviously, none has  
13 achieved anything close to SHEIN’s success. The high fashion world (and even the  
14 low fashion world) treats SHEIN and its customers as unsophisticated—but its  
15 profits are obviously the envy of the industry.

16       30. American consumers have become addicted to the SHEIN apps because  
17 (in addition to the most advanced psychological manipulations) one can never finish  
18 scrolling through the trendy offerings, all of which are very available at their  
19 incredibly low prices. In this regard, the company adds *thousands of new products*  
20 *every day*. Sheng Lu, an associate professor of fashion and apparel studies at the  
21 University of Delaware, estimates that SHEIN’s business model generated 20 times  
22 as many new items as H&M or Zara in 2021.<sup>6</sup> It’s been said that one can’t finish  
23 scrolling SHEIN in the same way one can’t finish Tik Tok.

24       31. Scrolling is also particularly rewarding because the designs are *good*—  
25 even at that incredible volume. By every account, teens and young women have

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26       6 *Wired* [reported](#) in 2022 that “Every single day, SHEIN updates its website with, on average, 6,000 new  
27 styles—an outrageous figure even in the context of fast fashion. Lu, the University of Delaware professor,  
28 found that in a recent 12-month period, the Gap listed roughly 12,000 different items on its website, H&M  
had about 25,000, and Zara had some 35,000. SHEIN, in that period, had 1.3 million.

1 become accustomed to being wowed every day with the cutting-edge trendy design.  
2 If there's a trend emerging or entering the cultural zeitgeist, SHEIN is already on it  
3 before anyone has even realized it was developing. SHEIN openly boasts that it  
4 accomplishes this incredible feat through use of super-sophisticated technology, as  
5 opposed to the aesthetic prowess of its "designers." Certainly, SHEIN's designs  
6 being so good is due, in some degree, to intellectual property misappropriation. On  
7 information and belief, most of their merit derives from the minds of other  
8 designers, whose permission is never obtained or even sought. But whatever the  
9 reason, thousands of young women are scrolling through the SHEIN App at this  
10 very moment—for entertainment and education but also looking for a seven-dollar  
11 skirt or nine-dollar rug that can't be lived without.

12 **B. SHEIN somehow manages to thrive despite grave criticisms.**

13 32. As mentioned above, SHEIN is heavily criticized on a number of  
14 societally and politically important fronts—but somehow escapes serious damage to  
15 its sales. The brand manages to escape damage to its sales for the same reason—  
16 almost as if becoming the bad boy or corporate fast fashion has become a virtue.  
17 Hopefully, it is not one that will be emulated (although it already has been by Temu,  
18 as explained below). This is one good reason why SHEIN is dangerous. One recent  
19 summary of such issues is contained in the Congressional [Issue Brief](#) cited in  
20 Footnote 2. With respect to all these issues, SHEIN's apparent lack of concern and  
21 willingness to take a public relations hit mirrors its approach to intellectual property  
22 issues. More important to Plaintiffs, SHEIN's decision to absorb such damage is  
23 unfortunately foist upon the designer whose work SHEIN steals—forever tainting an  
24 artist with a perceived relationship to a company criticized for lead in its clothing,  
25 slave labor, tax evasion, and the like. Such damages are difficult to recover in law,  
26 because they are difficult to quantify, and are seen as inherently speculative.

27 33. Areas of concern include:  
28

- **Forced Labor.** SHEIN cotton apparel sourcing practices appear to be in direct violation of the Uyghur Forced Labor Prevention Act. As SHEIN was denying wrongdoing, Bloomberg used high tech of its own to prove this transgression. In late 2022, the news organization used climate and weather signatures on cotton fabrics used in SHEIN's clothing to determine that they originated in Xinjiang. The Uyghur Forced Labor Prevention Act bans the use of Xinjiang cotton in imported clothing unless the supplier can definitively prove that the cotton was not a product of forced labor, a step that SHEIN has not taken.
- **Other labor violations.** Outside of concerns about forced labor, a 2022 investigation by Channel 4 found a pattern of labor practice violations at SHEIN-affiliated factories in Guangzhou. Reuters reported in 2021 that SHEIN made false statements and lacked disclosures regarding its labor conditions, in violation of the UK's Modern Slavery Act. A 2021 report from Public Eye, a Swiss Human Rights watchdog, described serious problems with workplace safety and working requirements, including working hours of about 75 hours a week with no overtime pay, in violation of Chinese labor law. The *Exposed* documentary includes hidden camera video of factory bosses strongarming low level workers into abusive working conditions.
- **Health hazards.** The environmental and health impacts of SHEIN products are also facing scrutiny. A media investigation found SHEIN clothing materials containing high levels of potentially hazardous chemicals, including lead, perfluoroalkyl (PFA), and phthalates. Health Canada tested a SHEIN jacket for toddlers and found it to have 20 times the amount of lead considered safe for children, while a purse contained over five times the accepted level for children.
- **Environmental impact.** The UN Environmental Program estimates that due to its high-volume output, the fashion industry is responsible for 10 percent of

1 annual global carbon emissions, *more than all international flights and*  
2 *maritime shipping combined*. At its current rate of growth, the fashion  
3 industry’s greenhouse gas emissions will surge more than 50 percent by 2030.  
4 SHEIN and other fast fashion platforms are exacerbating this trend by  
5 supplying higher volumes of cheaply produced clothing. A Bloomberg report  
6 found that SHEIN products contain 95.2 percent new plastics rather than  
7 recycled materials, while the large volume of shipments and low reuse rate  
8 among SHEIN products increases textile waste. *Good on You*, which ranks  
9 the environmental impact of fashion companies, gave SHEIN its lowest  
10 rating.

11 • **Tax avoidance.** One way SHEIN bests its competitors on price is by use of  
12 questionable tax avoidance schemes. At the operations level, SHEIN  
13 characterizes its small inexpensive consumer orders as going directly from  
14 China to the consumer. Under the “*de minimis*” exception, SHEIN avoids  
15 import duties of about 10-14% for these small orders, a significant savings.  
16 Analysts from Morgan Stanley calculate that its tax advantages allow the  
17 company to undercut its competitors’ prices by between 15 and 20 per cent.

18 34. As bad as these practices are in isolation, they are far worse in their  
19 totality. SHEIN’s low prices—achieved through exploitative labor practices—  
20 effectively render SHEIN’s clothing *disposable*, which fills landfills. It further  
21 destroys any second-hand market for its clothing, because it is impossible to beat  
22 SHEIN’s original prices. Also, to the extent that SHEIN’s bad practices are designed  
23 to keep prices low—and they all are—they facilitate the intellectual property theft  
24 described in this lawsuit. In this way, the sum total of these practices is part of  
25 SHEIN’s work to sell inexpensive clothing at incredible profits. These practices spur  
26 competitors to follow suit or lose market share, driving a race to the bottom. Indeed,  
27 SHEIN already has a prominent and wildly successful copycat rival, called Temu,  
28 which SHEIN has sued in U.S. District Court.

1     **C. SHEIN regularly commits the most egregious intellectual property**  
2     **infringement—which is baked into its business model.**

3         35. Intellectual property theft is also high on the list of public criticisms of  
4         SHEIN. Here's how the Congressional Issue Brief described the issue last year,  
5         highlighting the *Wall Street Journal*'s report of *fifty* pending intellectual property  
6         infringement suits.

7         **Copyright infringement.** Shein and other Chinese e-commerce  
8         platforms and their suppliers have been met with numerous claims that  
9         they consistently violate U.S. IP law, with the Wall Street Journal  
10         reporting in 2022 that Shein in particular had over 50 outstanding  
11         federal cases over three years levied against it alleging trademark or  
12         copyright infringement. In a June 2021 case, AirWear International, the  
13         parent company of shoe seller Dr. Martens, filed a lawsuit against  
14         Shein for its alleged "clear intent to sell counterfeits" and for copying  
15         the company's designs. Complaints and cases against Shein range from  
16         major U.S. designers and retailers like Ralph Lauren to independent  
17         artists who claim Shein suppliers have used their designs on Shein  
18         clothing without permission. Independent designers who earn more of  
19         their income online are particularly vulnerable, as they have fewer  
20         resources with which to pursue legal action against Shein and its  
21         suppliers.<sup>7</sup>

22         36. Although its details and precise methods are secrets, it's possible to  
23         infer certain facts about SHEIN's algorithm by looking at its results. For example,  
24         it's impossible not to notice that SHEIN's process often generates products that are  
25         *exact or close copies* of the work of other designers: occasionally large ones, but  
26         more often than not independent leading designers such as Plaintiffs. These  
27         designers are just the sort who might be producing the most cutting-edge designs—  
28         and being able to identify them is the gold standard of a multi-million dollar trend  
       forecasting company. They are also the designers least likely or to be able to fight

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24         7 Citing *Good on You*, "Shein," March, 2023. <https://directory.goodonyou.eco/brand/shein>. Dan Strumpf,  
25         "China's Fast-Fashion Giant Shein Faces Dozens of Lawsuits Alleging Design Theft," Wall Street Journal,  
26         July 3, 2022; <https://www.wsj.com/articles/chinas-fast-fashion-giant-shein-faces-dozens-of-lawsuits-alleging-design-theft-11656840601>; The Fashion Law, "Shein Owner Zoetop Claims Dr. Martens  
27         Trademarks Are Generic," October 26, 2021; <https://www.thefashionlaw.com/in-response-to-airwair-lawsuit-shein-owner-zoetop-claims-dr-martens-trademarks-are-generic/>; Dan Strumpf, "China's Fast-Fashion Giant Shein Faces Dozens of Lawsuits Alleging Design Theft," Wall Street Journal, July 3, 2022;  
28         <https://www.wsj.com/articles/chinas-fast-fashion-giant-shein-faces-dozens-of-lawsuits-alleging-design-theft-11656840601>.

1 back, including through legal action. It's also worth noting that the algorithm is  
2 Defendants' purposeful creation. We often hear about artificial intelligence being an  
3 existential threat to humanity because it might easily design itself into being our  
4 unstoppable evil overlords. Fortunately, that's not going on here. No one is  
5 suggesting that the algorithm developed itself to misappropriate the intellectual  
6 property of small designers. Rather, Plaintiffs' allegation is that the algorithm was  
7 purposefully designed by Defendants to function as it does.

8 37. Without investigation, it is impossible to describe the particulars of  
9 how the SHEIN algorithm produces its results—how a design for a blanket or  
10 overalls finds its way from a designer's modest website to being cut and sewn in a  
11 sweatshop in Guangzhou, to then be offered for sale online (with millions of eager  
12 eyes waiting) for a price far below the original designer's *costs*.

13 38. The carbon copy infringements that are the subject of this lawsuit  
14 perfectly illustrate this illicit process. And many similar examples can be found in  
15 the many other lawsuits against SHEIN clogging the federal courts; as well as  
16 designers legitimately venting their grievances on social media. Further—because  
17 SHEIN likely works hard to quickly settle cases before they are public—Plaintiffs  
18 allege on information and belief that there are many more instances of such copying  
19 that are so far not publicly known. In all of these cases, it would have been easy  
20 enough for SHEIN to appropriate 95% of the aesthetic appeal of any of these works  
21 by working assiduously (as other knockoff artists do) to change the designs “just  
22 enough” to avoid copyright liability. Yet still, SHEIN’s process systematically  
23 yields an exact or remarkably close copy, time and again. These brazen copies  
24 constitute counterfeiting and piracy, under relevant copyright and trademark statutes  
25 and related case law. They are certainly egregious—in that SHEIN is alleged to  
26 being engaged in a systematic effort to misappropriate intellectual property as  
27 described here, from many designers (including small independent designers who  
28 are particularly vulnerable) on a literally daily basis. In other words, it is

1 purposefully and willfully harming these designers financially every day—and its  
2 sole purpose is to make even more of the incredibly revenue and profits that have  
3 turned it into such a financial success story.

4       39. The only viable explanation for the brazenness of SHEIN’s knockoffs  
5 is SHEIN’s policy to knowingly accept, tolerate and even encourage and facilitate  
6 such misappropriation for profit—as has been at least obliquely reported in some of  
7 the media accounts, like this [documentary](#) or [this summary](#). As mentioned, SHEIN’s  
8 design process targets smaller-scale designers in a way that at very least simply  
9 disregards whether it generates an infringing copy, even an exact one, when it  
10 borrows from their work. Given the scale of SHEIN’s design and production  
11 machine (generating 6000 new styles per day), the only way the algorithm could  
12 work (and as has been widely reported), is if very little information is communicated  
13 to the SHEIN “designers”—to the extent that humans are even involved—and  
14 factories other than the bare information about what the output should be. In other  
15 words, little or nothing is transmitted to Chinese factories beyond the original design  
16 itself.<sup>8</sup> This approach, together with other aspects of the algorithm, guarantees that  
17 the infringements will occur.

18       40. Top mainstream apparel makers rely on the talent and creativity of their  
19 designers—who might very well openly take inspiration from independent  
20 designers, whose work might be shown at a corporate design meeting or affixed to  
21 an “inspiration board” (physical or digital). SHEIN employs the sweatshop and  
22 creativity-free version of such a design process. In such iteration, there is no time for  
23 human creativity when small factories in China need to pump out six thousand new  
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25       <sup>8</sup> On information and belief, and as a matter of business necessity, SHEIN’s software contains little more  
26 than simple design specifications that help the person producing the goods execute new orders quickly.  
27 While a big brand might need a very high-end designer, or a designer with top technology and assistants,  
28 and even then, may only be able to produce a handful of styles in a month, SHEIN’s “design” work (to the  
extent that the human component of such work could be called “design”) could be executed even by  
someone untrained and unskilled. Were it otherwise, the cost calculus of the business model would not  
work.

1 styles every day, on top of producing existing styles. Even if the algorithm “tries” to  
2 alter designs when it can, it (at very least) often generates an exact copy as a matter  
3 of business necessity, as an artifact of the algorithm.

4       41. SHEIN’s intellectual property compliance is handled in a similar way.  
5 Most fashion companies, use a common-sense method of avoiding intellectual  
6 property liability: they instruct their designers not to copy; they conduct  
7 computerized searches to verify that such instruction is heeded; and they have  
8 lawyers on hand to run “clearance” searches, review new products, and ask and  
9 answer any tough questions about how close is too close for a knockoff, or about  
10 fair use, substantial similarity, or likelihood of confusion.

11       42. SHEIN’s method is different: On information and belief, when the  
12 algorithm spits out a design, which is likely to be an infringement, it produces very  
13 small quantities of the item for sale. For each new product sold on SHEIN’s website,  
14 the initial production run is as low as 100-200 units per SKU, compared to the  
15 thousands of pieces typically produced by traditional peer retailers. SHEIN then  
16 offers the goods for sale via its online channels, where millions of young people are  
17 waiting to look and purchase—and waits to see if anybody complains that the design  
18 was stolen. If the algorithm generates an exact copy of a Nike product, alarm bells  
19 will ring at that company’s brand protection vendor. SHEIN will hear about the  
20 matter quickly and will “cease and desist” as instructed. From there, the case then  
21 settles after negotiation and perhaps litigation regarding damages. A strong  
22 corporate plaintiff like Nike will likely command a significant settlement—  
23 leveraging SHEIN’s exposure to enhanced damages for counterfeiting; indirect  
24 profits for the benefits derived from simply having the garment for sale; and perhaps  
25 statutory damages for willful infringement. But even if the settlement is  
26 considerable and far exceeds realized profits on a particular garment, it baked in as a  
27 tolerated cost of doing business.

28

1       43. When SHEIN copies a small or independent designer, the most likely  
2 outcome (without brand protection specialists and specialized software on the  
3 lookout) is that the infringement will go unnoticed. Under those circumstances,  
4 SHEIN reaps all the benefits of stealing and featuring the design that its technology  
5 had identified as valuable enough to take: it makes sales and keeps it customers'  
6 eyes glued to the SHEIN site and app for that much longer. And if customer demand  
7 justifies it, the item is reordered, and more are sold (now that the coast has been  
8 determined to be clear).

9       44. Sometimes, even a small-scale independent designer is alerted to the  
10 infringement—perhaps because a customer or friend happens to see it—and  
11 complains to SHEIN. In these cases, SHEIN quickly apologizes, blames an  
12 unnamed third party for the misconduct, and reports (often but not always  
13 accurately) that sales were shockingly low. Given that sales were negligible, and  
14 because the transgression was not SHEIN's fault after all, SHEIN might offer a very  
15 small settlement. Further, it might make such offer in a way that makes further  
16 negotiation seem doomed to fail. In Perry's case discussed below, SHEIN made its  
17 offer as if it were a mom-and-pop operation rather than one of the richest enterprises  
18 in the world. Under the circumstances, accepting \$500 can seem like a win.

19       45. If the designer is lucky enough to be steered to an attorney who will  
20 take his or her case (often a family or friend referral, or business lawyer who  
21 handles corporate or licensing matters for the designer), SHEIN, again, will report,  
22 correctly or incorrectly, that (1) the lawyer has had the bad luck of happening upon a  
23 case with almost no sales or profits, to the point where a fair profits-based  
24 settlement is hardly worth pursuing; and (2) that the actual misconduct was  
25 committed by another company, which will be duly punished. SHEIN will also offer  
26 an apology and a vague explanation that makes it seem that this was an anomaly:  
27 somehow SHEIN got its wires crossed and produced a very small number of exact  
28 copies of the designer's goods. If it feels it has an advantage with respect to an

1 overmatched plaintiff's counsel, SHEIN might assert that international sales/profits  
2 cannot be recovered under any circumstances. As with unrepresented parties, nine  
3 times out of ten the designer's counsel will accept what's offered, or bargain for just  
4 a little bit more.

5       46. This testing-the-waters approach is an efficient and effective manner  
6 for SHEIN to avoid or minimize liability for infringement—while at the same time  
7 reaping the benefits of direct profits through sales, as well as the indirect benefits of  
8 featuring products identified as highly desirable and in vogue. Unfortunately, this  
9 business model is quite damaging to the independent designers whose work is  
10 misappropriated, like Plaintiffs here—who suffer the harm whether they mount a  
11 fight or not. For an up-and-coming talented designer—of exactly the sort that  
12 SHEIN's algorithm might target as worthy of copying—SHEIN misappropriating a  
13 key piece and offering it for sale at its typical rock-bottom price (achievable based  
14 on questionable labor practices), can be devastating. It might, for example, largely  
15 destroy the value of the item most responsible for driving a collection and interest  
16 from sales representatives and store buyers (not to mention consumers). For all the  
17 Plaintiffs in this action, SHEIN's offering exact copies of their goods for sale has  
18 led to financial damages.

19       47. SHEIN makes no secret of its approach of offering very small numbers  
20 of very many products—although it doesn't highlight it as a way of avoiding  
21 intellectual property liability. Indeed, rather than trying to hide an approach that is  
22 easily observed, SHEIN touts the methodology as an integral part of its  
23 revolutionary pro-sustainability production process. The idea is fairly simple by  
24 high-tech standards: SHEIN maintains that the point is to offer a few of each  
25 product to test consumer demand. SHEIN calls the idea of testing the waters with  
26 respect to a given product “the large-scale automated test and reorder (LATR)  
27 model,” which it describes as if it were advanced systems science designed to  
28 reduce waste and environmental impact:

1 For each new product sold on SHEIN's website, the initial production  
2 run is as low as 100-200 units per SKU, compared to the thousands of  
3 pieces typically produced by traditional peer retailers.

4 We then use algorithms to gauge customer interest in real-time and  
5 provide feedback to our supplier partners, empowering them to increase  
6 or stop production based directly on market demand. We embrace a  
7 data-driven test and learn approach to improve efficiency and minimize  
8 production waste.

9 As an e-commerce-only retailer, SHEIN avoids the need for  
10 overproduction typically associated with filling physical storefronts and  
11 prevents much of the waste and environmental impacts associated with  
12 running a traditional retail store. Through our unique on-demand  
13 business model we are able to consistently limit excess inventory to  
14 single digits, a percentage that is quite different than traditional retailers  
15 and one that results in substantially less waste.

16 48. On information and belief, what SHEIN does not tell consumers is that  
17 LATR is in fact an integral part of a method of facilitating intellectual property  
18 theft, as described above. Part of SHEIN's business model is copyright and  
19 trademark infringement. It has settled an untold number of cases—and the funds  
20 required to do so are tolerated as an easily absorbed cost of doing business. When  
21 generating sales of \$24 billion in a year—SHEIN could easily tolerate hundreds of  
22 millions in settlements before it would consider jettisoning the model that  
23 necessarily produces the infringements along with the profits. In other words, if left  
24 unchecked, SHEIN will continue to greatly damage the careers of the independent  
25 U.S. designers whose ideas it misappropriates (and continue to ignore related  
26 Congressional inquiries).

27 49. This is not to say that SHEIN pays settlements to all comers, in  
28 whatever amount they demand. Rather, a further integral part of the business model  
and enterprise is the legal machinery put in place to minimize the cost of those  
settlements. This takes many forms, from disguising its size and sophistication as  
mentioned above, to jurisdictional skirmishes or other threshold battles that  
demonstrate to would-be plaintiffs that it might just be easier to settle than fight—  
especially because such scenarios are usually coupled with (1) claims of surprisingly

1 low profits on the particular item in question, and (2) an offer of judgment, which  
2 actually put the designer in financial jeopardy if he or she refuses to settle. What  
3 SHEIN rarely does is fight on the ground that they have not infringed.

4 **D. SHEIN is a decentralized constellation of entities, designed to improperly  
5 avoid liability.**

6 50. This complaint refers to the wrongdoer as “SHEIN,” because SHEIN  
7 refers to itself as a single business unit. Given its consistent marketing of SHEIN,  
8 the entire world refers to and thinks of SHEIN. Unlike SHEIN, the actual corporate  
9 entities behind SHEIN, e.g., Zoetop and Roadget, are not household names. And  
10 indeed, there’s no obvious reason for SHEIN to adopt a structure other than the  
11 traditional parent-and-subsidiary model used by virtually every other similar  
12 international retailer, including SHEIN’s fast fashion rivals.

13 51. SHEIN seems to go out of its way to portray itself in this unitary  
14 manner. Their site sheingroup.com bolsters this idea, especially after having been  
15 outed as a sprawling conglomerate in other lawsuits and in the media. SHEIN refers  
16 to “SHEIN’s mission” and “our story”—and one can even click on a link for  
17 “corporate governance” (which leads to a page having nothing to do with corporate  
18 governance). The site speaks of SHEIN’s “vision,” and refers to its “offices” and the  
19 “SHEIN workplace.” It refers to “our employees,” and claims to have 10,000 of  
20 them, serving 150 countries. Customers are referred to various links at the domain  
21 shein.com ([legal@shein.com](mailto:legal@shein.com)). Across its web sites, apps, policies, contractual terms  
22 and press releases, SHEIN refers to all entities within its entire corporate structure as  
23 “SHEIN,” including the following recent or current examples:

24 • “SHEIN is made up of unique individuals who believe that fashion brings  
25 dignity to world and hold true to the mission of making the beauty of fashion  
26 accessible to all.”

27

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- 1     • “From the United States to Singapore, SHEIN serves 150 countries in over 20  
2       languages, dedicating ourselves to delivering the best customer experiences,  
3       built by our family of SHEIN . . .”
- 4     • “From our global offices, we reach customers in more than 150 countries.”
- 5     • “Since SHEIN was founded in 2012, we have worked tirelessly toward our  
6       primary mission: making the beauty of fashion accessible to all.”
- 7     • “SHEIN was founded in 2012 and has since grown to a team of nearly 10,000  
8       employees selling to more than 150 countries.”

9           52. To further obfuscate its corporate structure, SHEIN sometimes (when  
10      trying to avoid liability) refers to its manufacturers and designers as outside and  
11      independent of the brand as a whole; it more commonly speaks of the “company” as  
12      doing its own design and logistics, including the following recent and current  
13      examples:

- 14       • To meet demand, we have built a fully digital supply chain that seamlessly  
15        and quickly delivers products to our customers worldwide. We use  
16        proprietary software to track sales and communicate with our factories in real  
17        time to order in small batches. Our digital supply chain is the core of our  
18        business model and empowers us to offer a wide range of on-trend styles  
19        without creating excessive inventory waste or making customers wait weeks  
20        for their orders to be fulfilled.
- 21       • Since SHEIN was founded in 2012, we have worked tirelessly toward our  
22        primary mission: making the beauty of fashion accessible to all. Throughout  
23        the past decade, we developed tools to help us fulfill that goal — by  
24        implementing automation to optimize production efficiency and our supply  
25        chain, we were able to provide customers with an affordable range of hyper-  
26        trendy styles.

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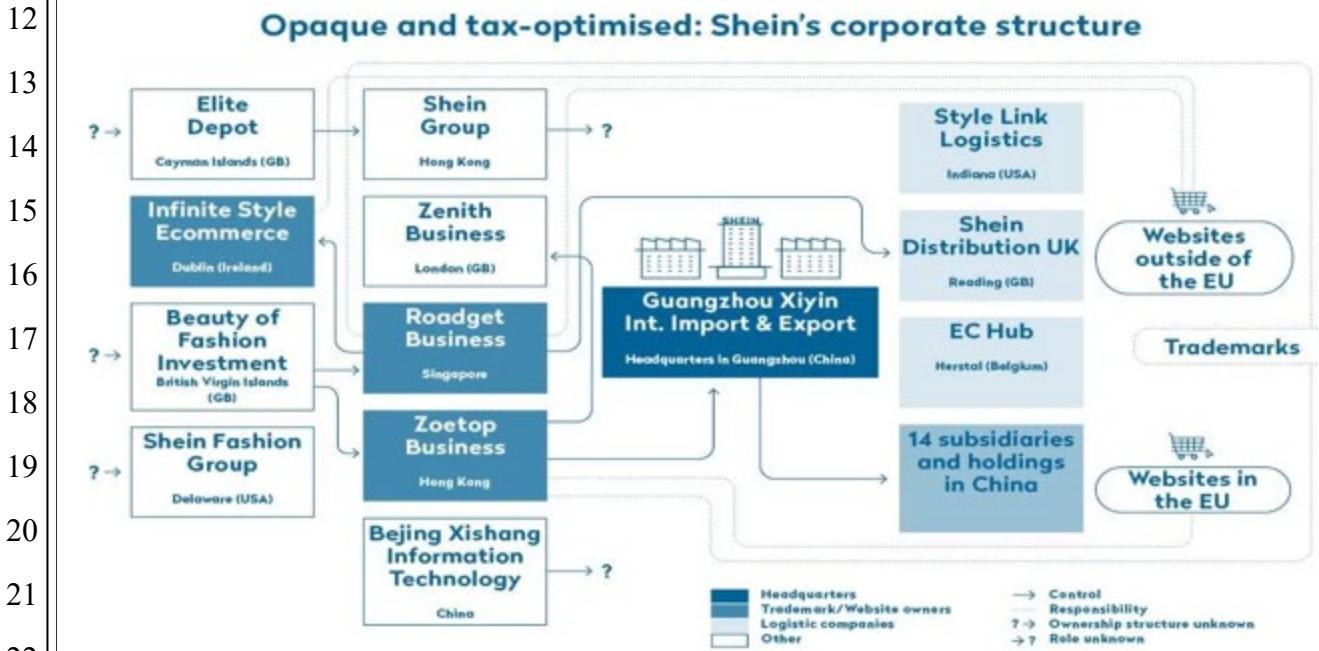
- 1     • We believe that our workforce should mirror the diversity and creativity of  
2         our customers, which is why we set up local operations in key markets to  
3         build authentic connections with our global consumer base.
- 4     • We are working to assess the impact of SHEIN's business — socially and  
5         environmentally — at all levels of our value chain. As we take ownership of  
6         SHEIN's impact in the world, we can seize opportunities to use the company  
7         as a driver for social good, leveraging the SHEIN Cares Fund to support  
8         organizations tackling critical issues, financially supporting fashion  
9         entrepreneurs and investing in emerging technologies to reduce our  
10        environmental impact and make circularity a reality.
- 11     • SHEIN is a digital first fashion and lifestyle e-tailer with key operation  
12        centers in Singapore, China, the U.S. and other major global markets.

13        53. Despite these claims and self-portrayals, extensive research reveals that  
14        there really is no one central entity called SHEIN. There is no one company  
15        employing 10,000 people. Rather, the subsidiaries, affiliates, independent  
16        contractors, and agents of "SHEIN" are loose-knit, distinct from each other and the  
17        SHEIN "indirect operating parent," and ever-changing. As explained below, this  
18        structure minimizes, and was intended to minimize, exposure to liability and blame,  
19        including liability for intellectual property infringement.

20        54. An influential BBC Channel 4 documentary exposing some of  
21        SHEIN's practices (called "Inside the Shein Machine", available [here](#)) explains:  
22        **"When you start to look behind that, at who is the company, it's a big black  
23        hole."** This assertion is backed up by extensive research. A recent and now-settled  
24        counterfeiting lawsuit against SHEIN brought by a prominent streetwear brand,  
25        supported by impressive and thorough research, came to a similar conclusion—and  
26        tied the corporate shell game that is SHEIN to the specific goal of wrongfully  
27        avoiding or minimizing liability for its wrongdoing, including copyright  
28        infringement:

1 Despite diligent research, it appears there is no registered entity named  
 2 “Shein”; however, on information and belief, Defendants have operated  
 3 together under the name “Shein” and have been able to get away with  
 4 trademark and copyright infringement for years by using empty  
 5 corporate shells to serve as litigation targets. In addition to shamelessly  
 6 stealing the intellectual property of others and prolifically creating  
 7 cheap knockoffs at great profit for themselves, Defendants have  
 8 purposely set up a situation where they obfuscate jurisdiction and hide  
 9 behind multiple shell companies from various jurisdictions, in effect  
 10 creating a corporate shell game.

11  
 12 55. As one news article has reported, “The corporate structure of Chinese  
 13 fast-fashion giant SHEIN is opaque and tax-optimized, and ownership is unclear. A  
 14 multitude of brands make the group even less tangible.” Opaque and tax-optimized:  
 15 SHEIN’s Corporate Structure, Public Eye, 2022, ([www.PublicEye.ch](http://www.PublicEye.ch)). To illustrate,  
 16 the article offers the following schematic diagram of SHEIN:



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1       57. One way in which SHEIN uses its byzantine structure to advantage is  
2 by making it impossible for intellectual property plaintiffs to figure out who to sue.  
3 Unrepresented parties face an utter brick wall. But even plaintiffs with attorneys,  
4 with strong cases, struggle to find an appropriate defendant. In the end, they simply  
5 sue whatever party they can find, and hope to straighten the matter out in discovery.  
6 Generally, this uncertainty imposes a hurdle to plaintiffs, by design exploited by  
7 SHEIN, who end up settling for less because they are not sure they have the correct  
8 party—and face daunting discovery against an entrenched defendant to try to find  
9 out.

10      58. Indeed, if one searches federal dockets on Westlaw or Lexis for  
11 “SHEIN,” one finds quite a few intellectual property infringement actions filed in  
12 the last few months—and there is certainly no clear consensus about whom to sue.  
13 SDC is currently popular probably because it simply sounds like a proper defendant  
14 as a “distributor.” Further, plaintiffs suing SDC face obstacles: On information and  
15 belief, SHEIN regularly tells plaintiffs suing SDC that foreign profits are absolutely  
16 off the table and will not be disclosed, and that SDC does not control whatever  
17 company is designing the clothing at issue.

18      59. Many SHEIN lawsuits are filed against Zoetop, but it appears that most  
19 plaintiffs choosing Zoetop are simply copying others in naming this entity, because  
20 it is difficult to find any tangible evidence of what this entity does. While suing  
21 Zoetop solves some of the problems identified, and perhaps attacks higher on the  
22 governing ladder, Zoetop can and has challenged personal jurisdiction, imposing  
23 another huge burden on plaintiffs facing expensive pleading challenges. For  
24 example, in a major action by a well-funded plaintiff with elite trial counsel, the  
25 parties fought endlessly over such a jurisdictional skirmish, which is arguably what  
26 led SHEIN/Zoetop to finally settle.

27      60. Some of the most sophisticated recent SHEIN lawsuits now name what  
28 appears to be the highest level worldwide administrative unit, i.e., Roadget. When

1 SHEIN filed its own IP litigation recently, against new rival and alleged copycat  
2 “Temu”— it did so under Roadget. Roadget would be a good choice as an  
3 infringement defendant because it can hardly claim lack of jurisdiction after it has  
4 sued here—but disclosing the Roadget entity was just another move designed to  
5 obscure who might be liable for SHEIN misconduct. When Roadget sued, it alleged  
6 that it is suing as the “the owner of the famous SHEIN trademarks in the United  
7 States (and worldwide),” and as the “owner of the website located at  
8 <https://us.shein.com> and the corresponding mobile application”, but never  
9 identifying itself as a traditional “parent company” or as a seller or distributor of  
10 SHEIN branded clothing.

11       61. In addition, SHEIN references mysterious other companies as being  
12 responsible for any actual infringements. A common initial defense offered by  
13 SHEIN, in response to a simple letter directly from an obviously aggrieved artist, is  
14 to claim that whatever entity was contacted is not the one who committed the  
15 infringement.

16       62. On information and belief, the Defendants recognize the liability  
17 exposure for their obvious counterfeiting and willful and criminal infringing  
18 activities and, therefore, have gone to great lengths to disguise themselves and their  
19 corporate relationships so as to avoid liability for wrongdoing. On information and  
20 belief, Defendants create entities designed to allow the wrongdoers to avoid liability  
21 and challenge U.S. jurisdiction over them.

22 **E. Defendants use their decentralized organization to avoid liability.**

23       63. One case, pending before Judge Gutierrez until settled in 2020 is  
24 another example (among many) of individual participants in SHEIN using its  
25 formally decentralized nature to make it more difficult and expensive for a plaintiff,  
26 with a clearly meritorious case, to recover. In that case, the plaintiff alleged a simple

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1 and obvious infringement by SHEIN, against SFG and Zoetop.<sup>9</sup> Defendants largely  
2 avoided liability. Zoetop, which could not be served except under Hague, was found  
3 to be a necessary party. And the only proper party before the court, according to  
4 SHEIN, was SFG, which SHEIN pointed out “does not own, operate, or control the  
5 website [www.shein.com](http://www.shein.com), it books no revenues from the website, and it did not  
6 make, sell, offer for sale, process returns of, or otherwise distribute the allegedly  
7 infringing t-shirt.” In other words, there was no one to recover from due to SHEIN’s  
8 multiplicity of entities—even though the infringement was clear and even though  
9 SHEIN takes in virtually unlimited money from American consumers. On  
10 information and belief, these are regular and recurrent practices employed by  
11 SHEIN’s lawyers to defend individual components of the SHEIN, as required in a  
12 given case.

13       64. 2020 was long ago in the history of SHEIN and the individual entities  
14 mentioned above. In fact, some of the most prominent entities that are now part of  
15 SHEIN (such as SDC and Roadget) did not yet exist in 2020. Further, Judge  
16 Gutierrez was obviously not made aware of many of the facts alleged and explained  
17 here. In fact, rather than disclose important facts, SHEIN made an ambitious attempt  
18 to seize the moral high ground, which in this case worked:

19       Plaintiff, apparently a self-appointed crusader against Chinese fast  
20 fashion companies, wants to avoid having to serve Zoetop pursuant to  
21 The Hague Convention, of which Hong Kong is a member. It wants to  
22 hold Defendant [SFG], a California entity, liable for the t-shirt that was  
23 sold off of Zoetop’s website.

24       65. This single sentence of argument is a prime example of SHEIN using  
25 its multiplicity of distinct entities to avoid liability. If that case had gone on (i.e., if  
26 an exhausted plaintiff had not settled), SHEIN would have argued that SFG had  
27 nothing to do with the design on the t-shirt in question—which might technically  
28 have been true given the corporate structure. SHEIN went on to explain its 2020

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<sup>9</sup> *Cat Coven, LLC v. Shein Fashion Group, Inc.*, 2:19-CV-07967.

1 version of how things worked *in a way that as a practical matter would leave no*  
2 *entity obviously liable.*

3 SFG performs marketing services for Zoetop in the United States and  
4 undoubtedly has a relationship with Zoetop. But it does not own,  
5 operate, or control the website www.shein.com, it books no revenues  
6 from the website, and it did not make, sell, offer for sale, process  
7 returns of, or otherwise distribute the allegedly infringing t-shirt.  
8 Regardless, SFG is not asking for a finding of no liability in its Motion  
9 to Dismiss; instead, SFG's Motion only seeks to join Zoetop so that  
10 SFG's rights (and Zoetop's) will not be impaired.

11 The matter settled not long after Judge Gutierrez dismissed the case against Zoetop.

12 66. Perry's experience is another case in point. Perhaps SHEIN really does  
13 delegate simple copyright disputes to local Chinese representatives—but whether  
14 they do or not, the net result is that most artists would simply take the \$500 (as Perry  
15 did) rather than attempt to communicate with an agent. In other words, the far-flung  
16 nature of the SHEIN business, and its lack of visibility and transparency, leads to  
17 lower settlement numbers on a systematic basis. The fact there is not one entity to  
18 hold accountable makes it all the easier to frustrate those with legitimate claims.

19 67. As mentioned, SHEIN regularly argues that whatever entity is being  
20 sued does not have access to information held by the company responsible for  
21 design. On information and belief, liability avoidance is a primary purpose of  
22 employing such structure—and SHEIN multiplies the effect by changing the entities  
23 on a regular basis (while maintaining overall continuity by simply making  
24 replacements, such as Roadget for Zoetop) making pursuit of a legitimate remedy all  
25 the more difficult. Further, even where SHEIN's law firms cannot credibly argue  
26 that no defendant is liable, it can throw up legal roadblocks, meritorious or not, to  
27 make recovery all the more difficult and all the more expensive—inevitably leading  
28 to a lesser, fraudulently induced settlement than if SHEIN employed a traditional  
unified corporate structure.

68. Besides improperly refusing to disclose information, research on prior  
cases also reveals that, on information and belief, SHEIN is not above out-and-out

1 deception—which is rendered easier by its decentralized nature. Recently, Levi’s  
2 alleged that SHEIN, after agreeing to cease selling a certain design, and changing  
3 the items shown for sale on the SHEIN website in a mutually agreeable manner, a  
4 test purchase revealed that SHEIN was in fact still selling the original infringing  
5 product. Further, on information and belief, in case after case, SHEIN will represent  
6 that all arguably infringing products have been identified—only to have additional  
7 infringing items discovered later if the plaintiff somehow has the resources to track  
8 them down. On information and belief, this sort of deception is simply easier when  
9 it can be blamed on a smaller business unit.

10       69.    SHEIN’s multiplicity of entities and decentralization also aids in efforts  
11 to use its LATR approach, explained above, to avoid liability for intellectual  
12 property infringement. Again, waiting to see if anyone complains or sues, as a  
13 method of intellectual property compliance, works better when fingers can be  
14 pointed elsewhere. For example, when LATR yields a copyright or trademark cease  
15 and desist letter or lawsuit, SHEIN’s first line of defense generally couples  
16 removing the product from its sites with blaming the misconduct on another actor  
17 (implying such actor is independent). While unrepresented parties and most  
18 unsophisticated attorneys assume this other company is fully independent of the  
19 entity being sued, it doesn’t much matter that experienced attorneys understand that  
20 the culprit is a company under the same general umbrella. The methodology is  
21 equally effective.

22       **THE REALITY OF SHEIN’S CORPORATE STRUCTURE**

23       70.    SHEIN does not exist as a single corporate entity. When Defendants  
24 use the term “SHEIN,” they refer to a loosely knit conglomeration of companies  
25 spread throughout the world. The SHEIN website ([www.sheingroup.com](http://www.sheingroup.com)) refers to  
26 Xu as a founder and CEO of SHEIN.

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## Roadget Business Pte., Ltd.

2       71. Within this conglomerate, Roadget appears to be the closest thing to a  
3 corporate parent. In several Rule 7.1 corporate disclosure statements filed with  
4 federal courts throughout the United States, Roadget acknowledges that it is a  
5 “private Singapore Limited Company with no operating parent.” In these corporate  
6 disclosure statements, Roadget is also identified as the “indirect operating parent” of  
7 SDC and Shein Tech.

8        72. Roadget has also acknowledged in publicly filed documents that it is  
9 the owner of us.shein.com and the corresponding mobile app, which it has licensed  
10 to SDC since August 1, 2021. Roadget previously licensed the website to Zoetop.

11       73. A search of trademark applications filed with the U.S. Patent and  
12 Trademark Office (“USPTO”) also reveals that Roadget is the owner of dozens of  
13 trademarks that are in use throughout the United States and the world.

## Zoetop Business Co., Ltd.

15        74. Zoetop appears to be the entity ultimately responsible for SHEIN's  
16 global operations, with the exception of the United States. In several Rule 7.1  
17 corporate disclosure statements filed with federal courts throughout the United  
18 States, Zoetop is identified as a private Hong Kong company with "no operating  
19 parent."

20        75. Before August 1, 2021, Zoetop states that it “sold … products in  
21 categories ranging from apparel (women’s, men’s, and children’s), footwear, home  
22 goods, and accessories” in the United States. Zoetop now claims that it “is no longer  
23 operational and does not sell any products.” Upon information and belief, at a  
24 minimum, Zoetop continues to operate in non-U.S. markets. Zoetop further  
25 continues to be named as a defendant in copyright infringement actions filed in the  
26 U.S. Courts and continues to be represented by counsel in those actions, including in  
27 this action.

1       76. On August 21, 2019, Zoetop filed an action captioned *Zoetop Business*  
2 *Co. Ltd. v. Shuffle Presents LLC, et al.*, Case No. 1:19-cv-05641 (N.D. Ill.). The  
3 action arose out of Zoetop's agreement to participate in a multi-brand, interactive  
4 marketing campaign on college campuses in the United States. Zoetop alleged  
5 claims for fraud, breach of contract, conversion, and trademark infringement against  
6 the defendant. The complaint was brought by Zoetop, d/b/a Shein, and throughout  
7 the complaint Zoetop refers to itself as "Shein." The action was dismissed pursuant  
8 to a joint stipulation of dismissal on March 16, 2021.

9       77. Moreover, although Zoetop has transferred many of SHEIN's U.S.  
10 trademarks to Roadget, USPTO records indicate that Zoetop continues to own  
11 several U.S. trademarks, including those trademarks identified by serial numbers:  
12 87092539, 87093871, 87093864, 87002014, 88809710, 86858103, 90392762,  
13 87857188, 87857183, 90368040, 90368038, and 85706054.

14       78. In October 2022, Zoetop agreed to pay the New York Attorney General  
15 \$1.9 million in penalties and costs because it failed to properly handle a data breach  
16 that compromised the personal information of 39 million SHEIN consumers  
17 worldwide and because it lied to consumers about the scope of the breach. For the  
18 vast majority of SHEIN accounts impacted by the breach, Zoetop failed to alert  
19 customers that their login credentials had been stolen.

20                   **Shein Distribution Corporation (SDC)**

21       79. SDC is the entity currently responsible for SHEIN's U.S. operations.  
22 SDC is a Delaware corporation formed in 2021. In public filings, SDC represents  
23 that its principal office address is 757 S. Alameda Street, Suite 220, Los Angeles,  
24 California. SDC has represented in Rule 7.1 corporate disclosure statements that its  
25 "indirect operating parent" is Roadget.

26       80. Since August 1, 2021, SDC has further acknowledged that it is  
27 responsible for selling SHEIN products to U.S. consumers through the website  
28 <https://us.shein.com> and the corresponding mobile app, which it operates pursuant to

1 a license from Roadget. SDC sells products in categories ranging from apparel  
2 (women's, men's, and children's), footwear, home goods, and accessories.

3 81. SDC is registered as a foreign corporation in both California and  
4 Indiana.

5 82. Several public filings state that Chiao is the President of SDC.

6 **Shein Fashion Group, Inc. (“SFG”)**

7 83. SFG was a California corporation established in December 2015.

8 84. Import records indicate that until December 2019, SFG was receiving  
9 shipments from Guangzhou Shein International Import & Export Co., Ltd. and from  
10 Zoetop. The publicly available records indicate that SFG mostly imported packaging  
11 materials, such as boxes, transparent plastic bags, label paper, and glass cases.

12 85. On March 2, 2020, Chiao filed a declaration in support of SFG's  
13 motion to dismiss the *Cat Coven* lawsuit. Chiao did not identify himself as an  
14 officer of SFG but stated that, based on his personal knowledge, SFG performs  
15 marketing services for Zoetop, such as “creating website graphics, design elements,  
16 and English language translations for the website [www.shein.com](http://www.shein.com) and [sic]  
17 corresponding mobile application.”

18 86. On November 5, 2019, SFG filed an amendment with the California  
19 Secretary of State, changing its name to Fashion Marketing and Merchandising  
20 Group, Inc.

21 **Fashion Marketing and Merchandising Group, Inc. (“FMMGI”)**

22 87. On August 23, 2021, and December 9, 2021, FMMGI filed Corporation  
23 Statements of Information with the California Secretary of State. The statements  
24 identified Mingshi Hu as FMMGI's President/CEO. Chiao was not listed as an  
25 officer of FMMGI or otherwise mentioned in the statements. The statements listed  
26 FMMGI's principal place of business as 345 N. Baldwin Park Blvd., City of  
27 Industry, California.

28

1       88. On August 31, 2022, FMMGI filed a Certificate of Dissolution with the  
2 California Secretary of State.

3           **Style Link Logistics LLC (“Style Link”)**

4       89. On April 9, 2021, Style Link filed Articles of Organization with the  
5 Indiana Secretary of State. The articles identified Chiao as Style Link’s “Manager”  
6 and stated that Style Link’s principal office was located at 345 N. Baldwin Park  
7 Blvd., City of Industry, California.

8       90. On August 8, 2021, Chiao filed a notice of change of principal address  
9 with the Indiana Secretary of State, stating that Style Link’s principal office was  
10 now located at 5402 E. 500 S., Whitestown, Indiana.

11       91. Import records indicate that Style Link has already received several  
12 shipments from Roadget in 2024. The publicly available records indicate that Style  
13 Link mostly imports packaging materials, such as cartons, packing bags, label paper,  
14 and plastic crates.

15           **Shein Technology LLC (“Shein Tech”)**

16       92. On July 7, 2021, Shein Tech filed Articles of Incorporation with the  
17 Delaware Secretary of State.

18       93. On July 30, 2021, Shein Tech registered as a foreign corporation with  
19 the California Secretary of State.

20       94. On April 14, 2022, Shein Tech registered as a foreign corporation with  
21 the Indiana Secretary of State. Shein Tech stated that its principal office was located  
22 at 777 S. Alameda St., Los Angeles, California. Shein Tech identified Chiao as its  
23 President, whose office was located at 757 S. Alameda St., Los Angeles, California.

24       95. In documents filed with federal courts, Mark Aitken, II (“Aitken”) has  
25 been identified as the Vice President of U.S. Public Affairs for Shein Tech. Aitken  
26 resides in the Washington, D.C. metropolitan area.

27       96. In his linkedin.com bio, however, Aitken identifies himself as “Vice  
28 President, U.S. Public Affairs at SHEIN.” Aitken further represents that he

1 “oversees SHEIN’s U.S. government relations team and collaborates with various  
2 internal functions, federal government relations firms, and industry stakeholders to  
3 help address SHEIN’s strategic priorities in the United States.”

4       97. Although not an employee of SDC, Aitken verified two sets of SDC  
5 interrogatory responses that were dated April 20, 2023, and August 3, 2023 in the  
6 action captioned: *Stark v. Shein Distribution Corp.*, Case No. 2:22-cv-06016 (C.D.  
7 Cal.). Aitken also verified SDC’s interrogatory responses in the *Bishop* and *Alison  
Lou* lawsuits.

9                   **Guangzhou Shein International Import & Export Co Ltd. (“Guangzhou”)**

10       98. Guangzhou is a Chinese based company involved in the production and  
11 design of SHEIN goods and in the export of those goods from China to the U.S.

12       99. On information and belief, Guangzhou contracts with and coordinates  
13 with smaller Chinese production companies. Guangzhou, along with these smaller  
14 Chinese production companies, manufactures the infringing products and export  
15 those products to the U.S. for sale by SDC and by Zoetop (at least until August 1,  
16 2021).

17                   **Tim Wei**

18       100. According to SHEIN’s court filings, Wei is former in-house counsel for  
19 Zoetop and current in-house counsel for Roadget. In a sworn declaration, Wei  
20 further states that “[a]t Zoetop, [he] was responsible for managing legal matters  
21 surrounding Zoetop’s sale and marketing of products, including product  
22 procurement agreements with third-party suppliers, product clearance, alleged  
23 intellectual property infringement and related complaints.” He also represents that  
24 he is “familiar with the reorganization that saw SDC replace Zoetop as the seller of  
25 goods to U.S. consumers via the U.S. Website.”

26       101. In his sworn statements, Wei also professes knowledge of SDC’s  
27 “product listings, intellectual property complaints and associated actions.”

28

## The Shein Law Firms

2 102. An integral part of the SHEIN business model is the minimization of  
3 liability for the intellectual property infringements it plans to commit (as systematic  
4 results of SHEIN's design process). Part of this liability-avoidance is accomplished  
5 by the Defendants' obfuscation of its corporate structure.

6       103. SHEIN's liability-avoidance is also highly dependent upon a small  
7 roster of law firms employed by Defendants to impose obstacles on plaintiffs—the  
8 particulars of which depend on the facts of the case, the legal acumen of plaintiff or  
9 plaintiff's counsel, which entity has been sued, and any other relevant  
10 considerations—after which a settlement is always reached.

11       104. The obstacles rarely involve fighting the case on the merits, but might  
12 rather include extensive discovery battles; (on information and belief) representing  
13 that sales of the offending item(s) are extremely low, whether or not that is true;  
14 offering apologies and false explanations about independent companies who are the  
15 true culprits; preliminary pleading or jurisdictional challenges—all designed to  
16 cause fighting the case to be that much more expensive and long before the merits  
17 are reached.

18        105. On information and belief, the Shein Law Firms have honed and  
19 repeatedly pursue, unmeritorious legal positions and approaches to wrongfully  
20 withholding information, and imposing wrongful obstacles to hearing of intellectual  
21 property cases on their merits. The Shein Law Firms include, but may not be limited  
22 to, Greenberg Traurig LLP and Pietz & Shahriari, LLP.

23       106. Through the Shein Law Firms, Defendants ultimately intend to  
24 fraudulently induce the victims of its copyright infringement to enter into settlement  
25 agreements for far less consideration than the victims are entitled to receive.  
26 Plaintiffs do not, at this point, allege that the Shein Law Firms knowingly and  
27 intentionally participate in Defendants' unlawful conduct.

## **ACTS OF RACKETEERING**

107. Defendants, by and through their respective enterprise(s) have engaged in the following acts of racketeering, as defined by 18 U.S.C. § 1961(1):

## Criminal Copyright Infringement

(18 U.S.C. § 2319)

108. The acts of copyright infringement set forth in COUNTS I-XI, infra, were willful and committed, by Defendants and through their enterprises, for the purposes of commercial advantage or private gain in violation of 17 U.S.C. § 506(a)(1)(A) and are punishable pursuant to 18 U.S.C. § 2319(b).

10 109. In addition to Plaintiffs, many other artists and creators have brought  
11 copyright infringement claims against SDC, SFG, Shein Tech, Zoetop, and Roadget.  
12 Plaintiffs allege that the acts of copyright infringement set forth in the complaints  
13 filed against Defendants in the following lawsuits were willful and committed for  
14 the purposes of commercial advantage or private gain in violation of 17 U.S.C.  
15 § 506(a)(1)(A) and are punishable pursuant to 18 U.S.C. § 2319(b).

- a. *Tan v. Shein Distribution Corp., et al.*, Case No. 1:23-cv-08469, Complaint for Copyright Infringement at ¶¶ 14-33 (S.D.N.Y. September 26, 2023).
- b. *Hefferman v. Shein Distribution Corp.*, Case No. 23-CV-1271(JGK), Second Amended Complaint at ¶¶ 21-63 (S.D.N.Y. November 3, 2023).
- c. *Moebius v. Shein Distribution Corp., et al.*, Case No. 2:22-cv-8259, First Amended Complaint at ¶¶ 12-57 (C.D. Cal. September 11, 2023).
- d. *Bishop v. Shein Distribution Corp., et al.*, Case No. 23-CV-1277 (MKV), First Amended Complaint at ¶¶ 22-41 (S.D.N.Y. July 10, 2023).
- e. *Alison Lou LLC v. Shein Distribution Corp., et al.*, Case No. 23-CV-1268, First Amended Complaint at ¶¶ 29-58 (S.D.N.Y. July 12, 2023).

- 1 f. *Fichera v. Zoetop Business Co., Ltd., et al.*, Case No. 1:23-cv-20417,
- 2 Complaint for Copyright Infringement at ¶¶ 15-35 (S.D. Fla. February
- 3 1, 2023).
- 4 g. *Stark v. Shein Distribution Corporation*; Case No. 2:22-cv-06016-
- 5 WLH-RAO, Complaint at ¶¶ 9-29 (C.D. Cal. August 24, 2022).
- 6 h. *Cat Coven LLC v. Shein Fashion Group, Inc., et al.*, Case No. 2:19-cv-
- 7 07967-PSG-GJS, Amended Complaint and Demand for Jury Trial at ¶¶
- 8 11-35, 63-71 (C.D. Cal. May 8, 2020).

9 **Mail and Wire Fraud**

10 **(18 U.S.C. §§ 1341, 1343)**

11 110. Defendants, by and through their enterprises, engaged in a systematic  
12 and ongoing scheme with the intent to defraud, deceive, and/or mislead the public,  
13 consumers, Plaintiffs, and others whose designs it has infringed (collectively  
14 referred to herein as “victims”). Defendants knowingly devised and/or knowingly  
15 participated in a scheme or artifice to defraud the victims or to obtain the money or  
16 property of the victims by means of false or fraudulent pretenses or representation in  
17 violation of 18 U.S.C. §§ 1341, 1343.

18 111. Defendants’ copyright infringement, deceptive websites and marketing  
19 methods, and other business practices described above are contrary to public policy  
20 or fail to measure up to the reflection of moral uprightness, of fundamental honesty,  
21 fair play and right dealing in the general and business life of members of society in  
22 violation of 18 U.S.C. §§ 1341, 1343.

23 112. Defendants could foresee that the U.S. Mail and/or interstate wires  
24 would be used “for the purpose of” advancing, furthering, executing, concealing,  
25 conducting, participating in or carrying out the scheme, within the meaning of 18  
26 U.S.C. §§ 1341, 1343.

27 113. Defendants acting singly and in concert, personally and through its  
28 enterprises, used the U.S. Mail or interstate wires or caused the U.S. Mail or

1 interstate wires to be used “for the purpose of” advancing, furthering, executing,  
2 concealing, conducting, participating in, or carrying out a scheme to defraud the  
3 victims, within the meaning of 18 U.S.C. §§ 1341, 1343.

4 114. By way of example, however, Defendants specifically used the  
5 interstate wires or caused the interstate wires to deliver:

- 6 a. Defendants’ infringing “Make it Fun” design to every user who viewed  
7 Defendants’ infringing design on its app and/or website after Perry’s original  
8 design was first published on September 1, 2018;
- 9 b. Defendants’ infringing “Floral Bloom” design to every user who viewed  
10 Defendants’ infringing design on its app and/or website after Perry’s original  
11 design was first published on October 21, 2020;
- 12 c. Defendants’ infringing “Trying my Best” design to every user who viewed  
13 Shein’s infringing design on its app and/or website after Baron’s original  
14 design was first published on November 16, 2016;
- 15 d. Defendants’ infringing “Orange Daisies” design to every user who viewed  
16 Defendants’ infringing design on its app and/or website after Blitz’s original  
17 design was first published on July 28, 2019;
- 18 e. Defendants’ infringing “Running” design to every user who viewed  
19 Defendants’ infringing design on its app and/or website after Marble’s  
20 original design was first published on November 16, 2016;
- 21 f. Defendants’ infringing “Cat Hair Pin” design to every user who viewed  
22 Defendants’ infringing design on its app and/or website after Pfeffer’s  
23 original design was first published on October 16, 2016;
- 24 g. Defendants’ infringing “Big Honeycomb Hair Pin” design to every user who  
25 viewed Defendants’ infringing design on its app and/or website after Pfeffer’s  
26 original design was first published on December 16, 2016;

1 h. Defendants' infringing "Beach Bracelet Photos" to every user who viewed  
2 Defendants' infringing photos on its app and/or website after EJL's original  
3 photos were first published in April 2023;

4 i. Defendants' infringing "Avril Skull" artwork to every user who viewed  
5 Defendants' infringing artwork on its app and/or website after Smith's  
6 original artwork was first published in November 2004;

7 j. Defendants' infringing "Lee Works" artwork to every user who viewed  
8 Defendants' infringing artwork on its app and/or website after Lee's original  
9 artwork was first published in September 2020, April 2022, and April 2020;

10 k. All designs that Defendants misappropriated from the rightful owner of the  
11 copyright and that were viewed on Defendants' app and/or website between  
12 2016 and the present; and

13 l. All posts and pages on Defendants' website (<https://us.shein.com> or  
14 <https://shein.com>) that obfuscate or misrepresent SHEIN's corporate structure  
15 for the purpose of making it impossible for victims to identify the entity or  
16 entities responsible for the theft of intellectual property.

17 115. By way of example, Defendants also caused the U.S. Mail and  
18 interstate wires to deliver all of the following communications that furthered and  
19 facilitated their scheme to defraud:

Type of Communication	Date	From	To	Description
U.S. Mail or E-filing	12/21/2015	SFG	CA Secretary of State	Articles of Incorporation enabling SFG to do business in California and elsewhere.
U.S. Mail or E-filing	03/30/2018	Zoetop	USPTO	Application to trademark SHEIN under Serial Number 87857183. Plaintiffs further incorporate all mails and wire transmissions made by Zoetop in support of this application.

1	U.S. Mail or E-filing	09/06/2018	Roadget	USPTO	Application to trademark SHEIN under Serial Number 88107571. Plaintiffs further incorporate all mails and wire transmissions made by Roadget in support of this application.
2	U.S. Mail or E-filing	10/30/2019	SFG	CA Secretary of State	Amendment to change name from SFG to Fashion Marketing and Merchandising Group, Inc. (FMMGI) facilitating SFG's effort to evade lawsuits and the claims for creditors.
3	U.S. Mail or E-filing	09/17/2019	Roadget	USPTO	Application to trademark SHE&IN under Serial Number 88620505. Plaintiffs further incorporate all mails and wire transmissions made by Roadget in support of this application.
4	U.S. Mail or E-filing	01/28/2020	Roadget	USPTO	Application to trademark SHEIN under Serial Number 88776666. Plaintiffs further incorporate all mails and wire transmissions made by Roadget in support of this application.
5	U.S. Mail or E-filing	02/25/2020	Zoetop	USPTO	Application to trademark SHEIN CURVE under Serial Number 88809710. Plaintiffs further incorporate all mails and wire transmissions made by Zoetop in support of this application.
6	U.S. Mail or E-filing	03/25/2020	Roadget	USPTO	Application to trademark SHEIN PREMIUM under Serial Number 88847681. Plaintiffs further incorporate all mails and wire transmissions made by Roadget in support of this application.

1	Email	06/16/2020	Perry	shein.com	Perry notifies Shein that it is violating her copyright, demands removal of the work from Shein's website, and demands compensation.
2	Email	06/18/2020	shein.com	Perry	Shein informs Perry that it "took down" the infringing product and falsely stating, among other things, that it "was not produced by our company" but by "a local vendor in a large artpainting [sic] and accessory market in China."
3	Email	06/19/2020	Perry	shein.com	Perry demands compensation and destruction of the infringing products.
4	Email	06/29/2020	Perry	shein.com	Perry notifies SHEIN that she's not received a response to her June 19 email and again requests compensation.
5	Email	06/30/2020	Sharon He (shein.com)	Perry	He acknowledges SHEIN's "negligence" and falsely states, among other things, that SHEIN conducted a Google image search but "did not find any right holder's info" and falsely states that profit from the infringing sales was "very small." He offers to pay Perry \$300.
6	Email	07/01/2020	Perry	shein.com	Perry disputes SHEIN's claim that it conducted an image search, stating that the image of her work "exists in many places on the internet" and "[w]ith little effort, [SHEIN] would easily find [it]self on my artist website." Perry also rejects the offer of \$300 and demands that the infringing product listing be removed in full.

1	Email	07/13/2020	shein.com	Perry	SHEIN falsely states that it did “not intentionally violate your copyrights.”
2	Email	07/14/2020	shein.com	Perry	SHEIN asks Perry to send an invoice to Zoetop.
3	Email (attachment)	07/15/2020	Perry	Zoetop	Perry invoices Zoetop for \$500 pursuant to the fraudulently induced agreement to “reimburse[ Perry] for stolen art work used without artist’s knowledge or permission.”
4	Paypal	07/17/2020	Sharon He (shein.com)	Perry	Zoetop pays Perry \$500.
5	Email	07/20/2020	Perry	shein.com	Perry confirms receipt of payment.
6	U.S. Mail or E-filing	02/24/2021	Roadget	USPTO	Application to trademark DAZY under Serial Number 90545647. Plaintiffs further incorporate all mails and wire transmissions made by Roadget in support of this application.
7	U.S. Mail or E-Filing	04/09/2021	Chiao on behalf of Style Link	IN Secretary of State	Filing of Articles of Organization, enabling Style Link to do business in IN and elsewhere. The articles state that Style Link’s principal office is located at 345 N. Baldwin Park Blvd., City of Industry, CA.
8	U.S. Mail or E-Filing	04/30/2021	SDC	DE Secretary of State	Articles of Incorporation enabling SDC to do business in DE and elsewhere.
9	E-Filing	05/25/2021	SDC	CA Secretary of State	Foreign registration statement enabling SDC to do business in California.
10	U.S. Mail or E-Filing	07/07/2021	Shein Tech	DE Secretary of State	Filing of certificate of incorporation, enabling Shein Tech to do business in DE and elsewhere.
11	U.S. Mail	07/26/2021	Chiao on behalf of SDC	CA Secretary of State	Statement of Information enabling SDC to remain in good standing with and do business in the State of

1	U.S. Mail or E-Filing	07/30/2021	Shein Tech	CA	California.
2					Foreign registration statement enabling Shein Tech to do business in the California.
3	Email	08/10/2021	Iris (sheingroup.com)	Perry	SHEIN invites Perry to enter a license agreement to sell her products on SHEIN websites.
4					
5	Email	08/10/2021	Perry	sheingroup.com	Perry declines SHEIN's invitation stating that she is disgusted by SHEIN'S theft of her artwork and that of other artists. Perry demands that SHEIN never contact her again.
6					
7	E-filing	08/20/2021	Chiao on behalf of Style Link	IN Secretary of State	Notice that Style Link's address has changed from 345 N. Baldwin Park Blvd., City of Industry, CA to 5402 E. 500 S., Whitestown, IN. The notice enabled Style Link to stay in good standing with the state of Indiana.
8					
9					
10	E-Filing	08/23/2021	FMMGI	CA Secretary of State	Statement of information noting, among other things, that FMMGI's address is 345 N. Baldwin Park Blvd., City of Industry, CA and enabling FMMGI to stay in good standing with the state of California.
11					
12					
13	E-filing	12/09/2021	FMMGI	CA Secretary of State	Statement of information enabling FMMGI to stay in good standing with the state of California.
14					
15					
16					
17	E-filing	04/22/2022	SDC	IN Secretary of State	Foreign registration statement enabling Shein Tech to do business in the Indiana and noting that Chiao is its president.
18					
19					
20	E-filing	04/14/2022	Chiao on behalf of Shein Tech	IN Secretary of State	Foreign registration statement enabling Shein Tech to do business in the Indiana.
21					
22					
23					
24					
25	U.S. Mail or E-filing	08/31/2022	FMMGI	CA Secretary of State	Certificate of Dissolution facilitating SFG/FMMGI's
26					
27					
28					

1				effort to evade lawsuits and the claims of creditors.
2	Text message	02/01/2023	sheinofficial	Cassey Ho SHEIN responds to Ho's internet posts claiming that SHEIN has stolen her designs and suggests a telephone call between Ho and Chiao.
3	Zoom Call	02/22/2023	Chiao	Cassey Ho Chiao told Ho that SHEIN did not steal her designs, that SHEIN is just a marketplace, and has no idea whether third-party sellers have stolen designs. Chiao claimed that SHEIN was doing nothing illegal. He further claimed that SHEIN had sold only 28 products that infringed Ho's design.
4	E-filing	06/27/2023	Chiao on behalf of Style Link	IN Secretary of State Business Entity Report enabling Style Link to stay in good standing with the state of Indiana.
5	Website and Email	02/08/2024	SHEIN	Media Press release announcing that SHEIN will be opening a Settle-area office that will serve as a hub for SHEIN's U.S. fulfillment and logistics. Unless stopped, SHEIN will use this office to continue to distribute infringing products.
6	Internet Profile	Ongoing	M. Aitken, II	Linkedin.com Aitken falsely states, among other things, that he works for SHEIN, not Shein Tech.
7	Internet Profile	Ongoing	George Chiao	Linkedin.com Chiao's profile deceptively omits any reference to his roles at Style Link or Shein Tech, enabling SHEIN to foster the illusion that Style Link and Shein Tech are independent of SDC.
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1 116. All of the wire communications described above crossed interstate and  
2 international borders by reason of the technology used to transmit the communication.

3        117. It is not possible for Plaintiffs to plead with particularity all instances of  
4 wire fraud that advanced, furthered, executed, and concealed the scheme because the  
5 particulars of many such communications are within the exclusive control and  
6 within the exclusive knowledge of Defendants and other presently unknown  
7 individuals. For example, each infringing design or artwork that is described herein  
8 was more than likely viewed hundreds or thousands of times for the weeks, months,  
9 or years that the infringing product was being sold on SHEIN's App. The analytical  
10 data that would establish the who, what, when, where relating to each time an  
11 infringing design was viewed is proprietary information that is within SHEIN's  
12 exclusive control. That analytical data is not available to Plaintiffs at the pleading  
13 stage, but SHEIN should be able to promptly produce such data in response to  
14 Plaintiffs' discovery requests.

15        118. Each and every use of the U.S. Mail and interstate wires described above  
16 was committed by Defendants with the specific intent to defraud the victims or to  
17 obtain the property of the victims by means of false or fraudulent pretenses,  
18 representations, or promises. Defendants' acts of wire fraud in violation of 18 U.S.C.  
19 §§ 1341, 1343 constitute racketeering activity as defined by 18 U.S.C. § 1961(1)(B).

119. The consumers and others relied on Defendants' explicit or implicit  
fraudulent representation that SHEIN owned the copyrights to the designs displayed  
on its App and/or its fraudulent omission that LATR is in fact a method of facilitating  
intellectual property theft.

**COUNT I**

## Copyright Infringement

## **(By Perry, Against the Shein Entity Defendants)**

27       120. Plaintiff incorporates by this reference all paragraphs of this Complaint  
28 as if set forth in full in this cause of action.

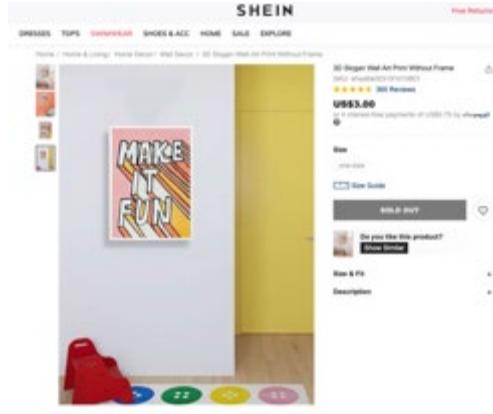
1       121. Perry created the design “Make it Fun.” Not long after, Perry  
2 discovered that both Shein.com and Romwe.com (a related web site, she learned)  
3 were selling brazen copies of one of Perry’s designs. After she complained through  
4 contact forms on the web sites (“I noticed that Shein has been selling my work as  
5 both wall art and phone cases without my permission or approval. It is incredibly  
6 disheartening, insulting, and downright evil to profit off of artists without their  
7 knowledge or permission”), an agent at the email address [copyright@shein.com](mailto:copyright@shein.com)  
8 offered to pay her \$500, without release or settlement language. The offering was  
9 apparently on behalf of both Romwe and SHEIN; and directed Perry to collect her  
10 \$500 by invoicing a company called “Zoetop,” which she of course had never heard  
11 of. Curiously, SHEIN handled the negotiations in badly translated, robotic  
12 English—quite different than the corporate persona under which they offer their  
13 highly polished public relations communications:

14       SHEIN very much respects IP rights of any third parties. .... From our initial  
15 investigation, this product bearing the disputed design was not produced by  
16 our company, they were bought as finished goods from a local vendor in a  
17 large art painting and accessory market in China. We did request our suppliers  
18 to provide us with only non-infringement products. Besides, before we  
19 display the product on our website, we take necessary measures to check the  
20 print and text and did not find any IP records, given the method we use. In  
21 this respect, we did our diligence to avoid any IP violation. We will check  
22 more thoroughly in the future. [¶] Thanks for your kindly inform and please  
23 let us know shall you have any further questions.

24       122. “Make It Fun” is an original artwork first created by Perry in 2016,  
25 with its date of first publication September 1, 2018. Perry applied to the copyright  
26 office and received registration for the Artwork on May 1, 2023, with registration  
27 number VA 2-344-429.

28       123. After Perry’s creation of the “Make It Fun” artwork and (on  
29 information and belief) with full knowledge of Perry’s intellectual property rights in  
30 the artwork, the Shein Entity Defendants, with the actual or imputed knowledge of  
31 and participation of Chiao, infringed Perry’s artwork by making and selling a  
32 mechanical copy of Perry’s artwork, as seen below (Perry’s copyrighted artwork on

1 the left and SHEIN's infringing copy being sold on its website, on the right):



9 124. The Shein Entity Defendants continued to willfully infringe this  
10 copyrighted design by selling a mechanical, infringing copy of the "Make It Fun"  
11 artwork, even after Perry contacted Defendants.

12 125. All of the Shein Entity Defendants' acts were performed without  
13 Perry's permission, license, or consent. The Shein Entity Defendants' infringement  
14 was particularly egregious in that it was willful and undertaken for purposes of  
15 commercial advantage and private financial gain.

16 126. As a result of the Shein Entity Defendants' infringement, Perry has  
17 suffered and will continue to suffer substantial damage to her business in the form of  
18 diversion of trade, loss of profits, and a diminishment in the value of her designs and  
19 art, her rights, and her reputation; all in amounts that are not yet ascertainable but  
20 not less than the jurisdictional minimum of this court. As a result of the Shein Entity  
21 Defendants' misconduct as alleged herein, Perry's reputation as a designer and her  
22 career has been irreparably tarnished, diminishing the value of her works, and  
23 decreasing revenue derived from her work.

24 127. By reason of its infringement of Perry's copyrighted design as alleged  
25 herein, the Shein Entity Defendants are also liable to her for the actual damages she  
26 has incurred as a result of the infringement, and for any profits of the Shein Entity  
27 Defendants directly or indirectly attributable to such infringement.

28

1 **COUNT II**

2 **Copyright Infringement**

3 **(By Perry, Against the Shein Entity Defendants)**

4 128. Plaintiff incorporates by this reference all paragraphs of this Complaint  
5 as if set forth in full in this cause of action.

6 129. The following year, Perry was contacted by SHEIN (and Romwe) to  
7 request to license her work for use on its clothing. The request declared that it was  
8 being made by the websites.

9 Hello Perry, My name is iris, representing SHEIN.com and ROMWE.com. ...  
10 We are looking to work with aspiring artists like yourself and create capsule  
11 collections with your work! We think your art will be a big hit with our global  
12 consumers on both platforms. Combined, SHEIN and ROMWE have over 20  
13 million followers and consumers worldwide. This is a great opportunity to  
14 showcase the world who you are and your art!

15 130. The email went on to describe what sounded like significant money to  
16 be made. Rather than sell out and accept this money, Perry flatly declined the  
17 invitation without mincing words, showing just how detrimental an association with  
18 SHEIN can be:

19 How dare you contact me after my artwork has been stolen and the hard time  
20 I was put through with the people at Shein to resolve it. This email disgusts  
21 me. Shein and Romwe have stolen artwork from both myself and many of my  
22 hardworking friends and colleagues. Your business practices are ethically and  
23 morally so wrong and I want nothing to do with your company. I want to be  
24 perfectly clear: Never contact me again. Your businesses have no reason to  
25 exist at this point and I hope they burn to the ground. You had your chance  
years ago to “showcase” my art by properly purchasing it instead of blindly  
selling it for your own gain.

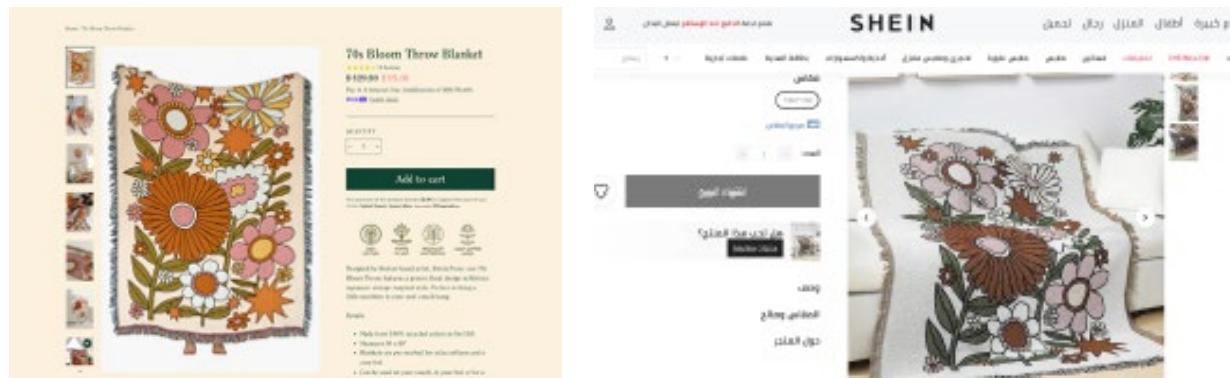
26 131. Perry then signed off with a prescient prediction: “Never contact me  
27 again — but who knows maybe we’ll be in touch because I’m sure it isn’t the last  
28 time my hard work will be used without my knowledge or consent.” And here we  
are.

29 132. In August 2020, Perry created the design “Floral Bloom” to be  
30 fabricated as a blanket, which went on sale on October 21, 2020. Not long after  
31 Perry’s blanket went on sale, she discovered that SHEIN was selling an identical

1 knock off version. Fortunately, Perry was steered to a lawyer who knows how to  
2 handle her case—but otherwise she, or even most lawyers, would have accepted any  
3 minimal sum as compensation due to uncertainty about how to properly seek more  
4 appropriate remedies.

5 133. “Floral Bloom” is an original design first created by Perry in 2020, with  
6 its date of first publication October 21, 2020. Perry applied to the copyright office  
7 and received registration for the Artwork on May 1, 2023, with registration number  
8 VA 2-344-753.

9 134. After Perry’s creation of the “Floral Bloom” design and (on  
10 information and belief) with full knowledge of Perry’s intellectual property rights in  
11 the artwork, the Shein Entity Defendants, with the actual or imputed knowledge of  
12 and participation of Chiao, infringed Perry’s artwork by using a mechanical copy of  
13 Perry’s pattern on an identical throw blanket as the one Perry sells, as seen below:



21 135. The Shein Entity Defendants continue to willfully infringe this  
22 copyrighted design by continuing to sell the infringing throw blanket with a  
23 mechanical copy of the “Floral Bloom” design.

24 136. All of Defendants’ acts were performed without Perry’s permission,  
25 license, or consent. The Shein Entity Defendants’ infringement was particularly  
26 egregious in that it was willful and undertaken for purposes of commercial  
27 advantage and private financial gain.

28 137. As a result of the Shein Entity Defendants’ infringement, Perry has

1 suffered and will continue to suffer substantial damage to her business in the form of  
2 diversion of trade, loss of profits, and a diminishment in the value of her designs and  
3 art, her rights, and her reputation; all in amounts that are not yet ascertainable but  
4 not less than the jurisdictional minimum of this court. As a result of Defendants'  
5 misconduct as alleged herein, Perry's reputation as an artist and designer and her  
6 career has been irreparably tarnished, diminishing the value of her works, and  
7 decreasing revenue derived from her work.

8 138. By reason of its infringement of Perry's copyrighted artwork as alleged  
9 herein, the Shein Entity Defendants' are also liable to her for the actual damages she  
10 has incurred as a result of the infringement, and for any profits of the Shein Entity  
11 Defendants directly or indirectly attributable to such infringement.

12 **COUNT III**

13 **Copyright Infringement**

14 **(By Baron, Against the Shein Entity Defendants)**

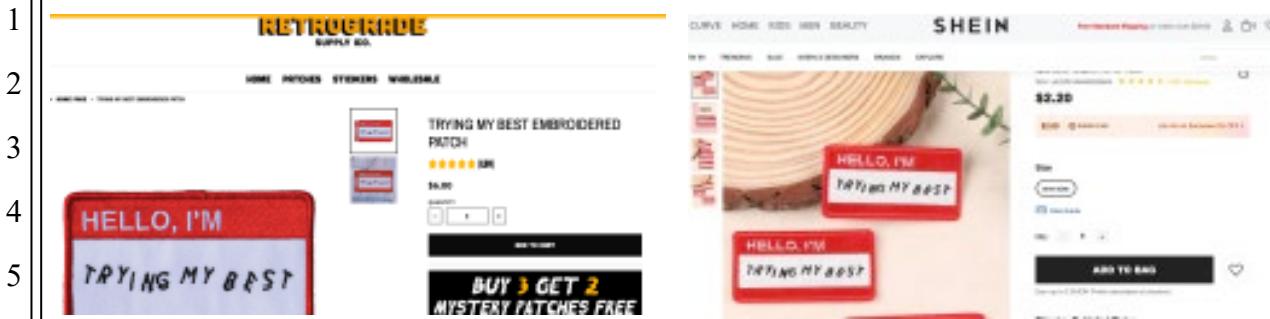
15 139. Plaintiff incorporates by this reference all paragraphs of this Complaint  
16 as if set forth in full in this cause of action.

17 140. "Trying My Best" is an original visual artwork first created by Baron in  
18 2016, with its date of first publication on November 16, 2016. "Trying My Best" is  
19 an original work protected by copyright law. Baron applied to the copyright office  
20 for registration for the artwork, and received registration for the artwork on April  
21 27, 2018, with registration number VA 2-125-614.

22 141. After Baron's creation of the "Trying My Best" artwork and (on  
23 information and belief) with full knowledge of Baron's intellectual property rights  
24 in the artwork, the Shein Entity Defendants, with the actual or imputed knowledge  
25 of and participation of Chiao, infringed Baron's artwork by selling a mechanical  
26 copy of the "Trying My Best" artwork, as seen below:

27

28



142. The Shein Entity Defendants continued to willfully infringe Baron's  
copyright by continuing to sell the infringing, mechanical copy of "Trying My  
Best" on Defendants' websites.

143. All of the Shein Entity Defendants' acts were performed without  
Baron's permission, license, or consent. The Shein Entity Defendants' infringement  
was particularly egregious in that it was willful and undertaken for purposes of  
commercial advantage and private financial gain.

144. As a result of the Shein Entity Defendants' infringement, Baron has  
suffered and will continue to suffer substantial damage to his business in the form  
of diversion of trade, loss of profits, and a diminishment in the value of his Art,  
rights, and reputation; all in amounts that are not yet ascertainable but not less than  
the jurisdictional minimum of this court. As a result of the Shein Entity  
Defendants' misconduct as alleged herein, Baron's reputation and career has been  
irreparably tarnished, diminishing the value of his works, and decreasing revenue  
derived from his work.

145. By reason of its infringement of Baron's copyright as alleged herein,  
the Shein Entity Defendants are also liable to him for the actual damages he has  
incurred as a result of the infringement, and for any profits of the Shein Entity  
Defendants directly or indirectly attributable to such infringement.

1 **COUNT IV**

2 **Copyright Infringement**

3 **(By Blintz, Against the Shein Entity Defendants)**

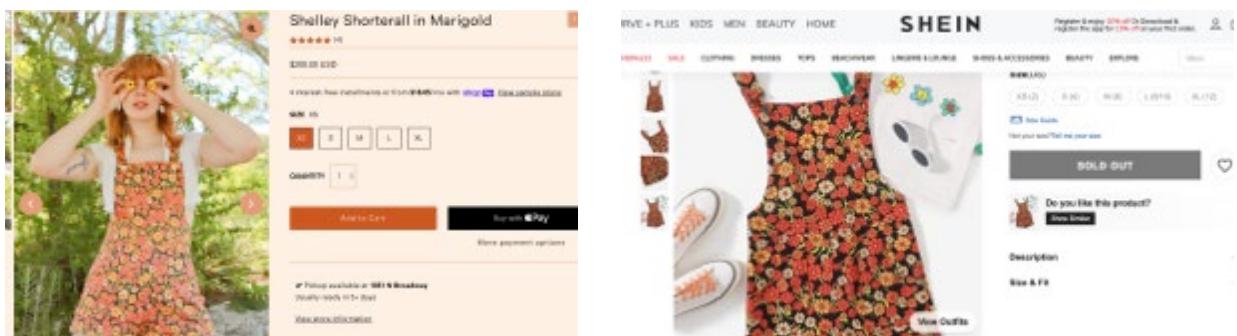
4 146. Plaintiff incorporates by this reference all paragraphs of this Complaint  
5 as if set forth in full in this cause of action.

6 147. Blintz created the design “Orange Daisies” on October 23, 2018, and  
7 the first garment using the “Orange Daisies” design was offered for sale on July 28,  
8 2019, a pair of overalls with the Orange Daisies pattern.

9 148. Soon after, Blintz discovered SHEIN selling overalls with a pattern  
10 identical to her “Orange Daisies” pattern.

11 149. “Orange Daisies” is an original design created by Blintz, with its date  
12 of first publication July 28, 2019. Blintz applied to the copyright office and received  
13 registration for the Artwork on April 27, 2023, registration number VA 2-343-963.

14 150. After Blintz’s creation of the “Orange Daisies” design and (on  
15 information and belief) with full knowledge of Blintz’s intellectual property rights,  
16 the Shein Entity Defendants, with Defendant Chiao’s actual or imputed knowledge  
17 and participation, infringed Blintz’s artwork by making and selling a garment with a  
18 mechanical copy of Blintz’s artwork, as seen below (Blintz product with  
19 copyrighted design, left; SHEIN’s product with mechanical copy of pattern right):



20 151. The Shein Entity Defendants willfully infringe Blintz’s copyrighted  
21 design by selling a mechanical, infringing copy of the “Orange Daisies” artwork.  
22

23 152. All of the Shein Entity Defendants’ acts were performed without  
24

Blintz's permission, license, or consent.

153. As a result of the Shein Entity Defendants' infringement, Blintz has suffered and will continue to suffer substantial damage to her business in the form of diversion of trade, loss of profits, and a diminishment in the value of her designs and art, her rights, and her reputation; all in amounts that are not yet ascertainable but not less than the jurisdictional minimum of this court. As a result of the Shein Entity Defendants' misconduct as alleged herein, Blintz's reputation as an artist and designer and her career has been irreparably tarnished, diminishing the value of her works, and decreasing revenue derived from her work.

10        154. By reason of its infringement of Blintz's copyrighted design as alleged  
11 herein, the Shein Entity Defendants are also liable to her for the actual damages she  
12 has incurred as a result of the infringement, and for any profits of the Shein Entity  
13 Defendants directly or indirectly attributable to such infringement.

## COUNT V

## Trademark Infringement (15 U.S.C. § 1114)

**(By Baron, Against the Shein Entity Defendants)**

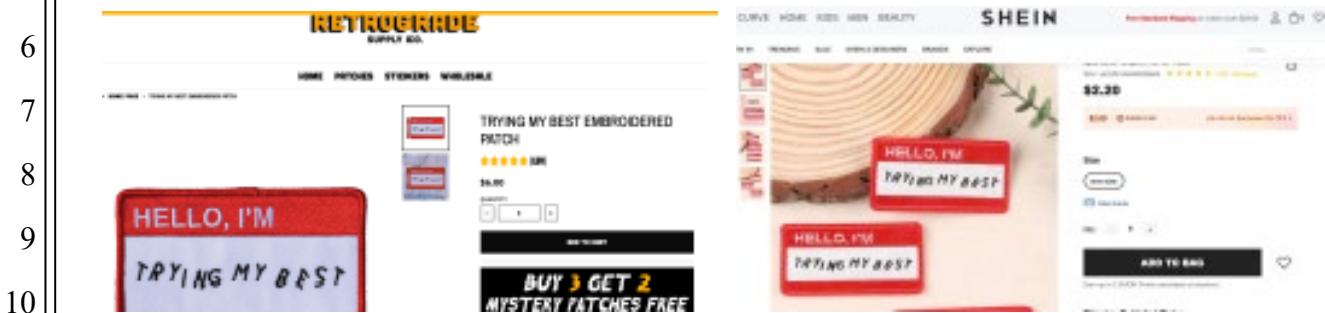
17 155. Plaintiffs incorporate by this reference all paragraphs of this Complaint  
18 as if set forth in full in this cause of action.

19        156. Through Baron's use in commerce of the phrase and graphic "Trying  
20 my Best," shown above, the public has come to associate that mark with Baron and  
21 his products. Further, the public has come to understand the mark as an indicator  
22 that Baron is the source of the goods bearing the mark.

157. Baron's trademark "Trying My Best" was registered by the United States Patent and Trademark Office on January 9, 2018, on the principal register, and thereafter maintained, with Serial Number 87-745,875. Plaintiff remains the current holder of the mark. The Shein Entity Defendants' use of the "Trying My Best" trademark is likely to cause confusion, deception, and mistake by creating the false and misleading impression that SHEIN's goods are manufactured, associated

1 with or connected with Baron, or have the sponsorship, endorsement, or approval of  
2 Baron.

3 158. The Shein Entity Defendants' use of the "Trying My Best" trademark is  
4 identical to Baron's federally registered mark in violation of 15 U.S.C. § 1114, as  
5 seen below:



11 159. The Shein Entity Defendants' activities are causing and, unless  
12 enjoined by this Court, will continue to cause a likelihood of confusion and  
13 deception of members of the trade and public, and, additionally, injury to Baron's  
14 goodwill and reputation.

15 160. The Shein Entity Defendants' actions demonstrate an intentional,  
16 willful, and malicious intent to trade on the goodwill associated with Baron's mark  
17 to Baron's great and irreparable harm.

18 161. The Shein Entity Defendants caused and are likely to continue causing  
19 substantial injury to the public and to Baron, and Baron is entitled to injunctive  
20 relief and to recover the Shein Entity Defendants' profits, actual damages, enhanced  
21 profits and damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114,  
22 1116, and 1117.

23 **COUNT VI**

24 **Copyright Infringement**

25 **(By Pfeffer, Against the Shein Entity Defendants)**

26 162. Plaintiff incorporates by this reference all paragraphs of this Complaint  
27 as if set forth in full in this cause of action.

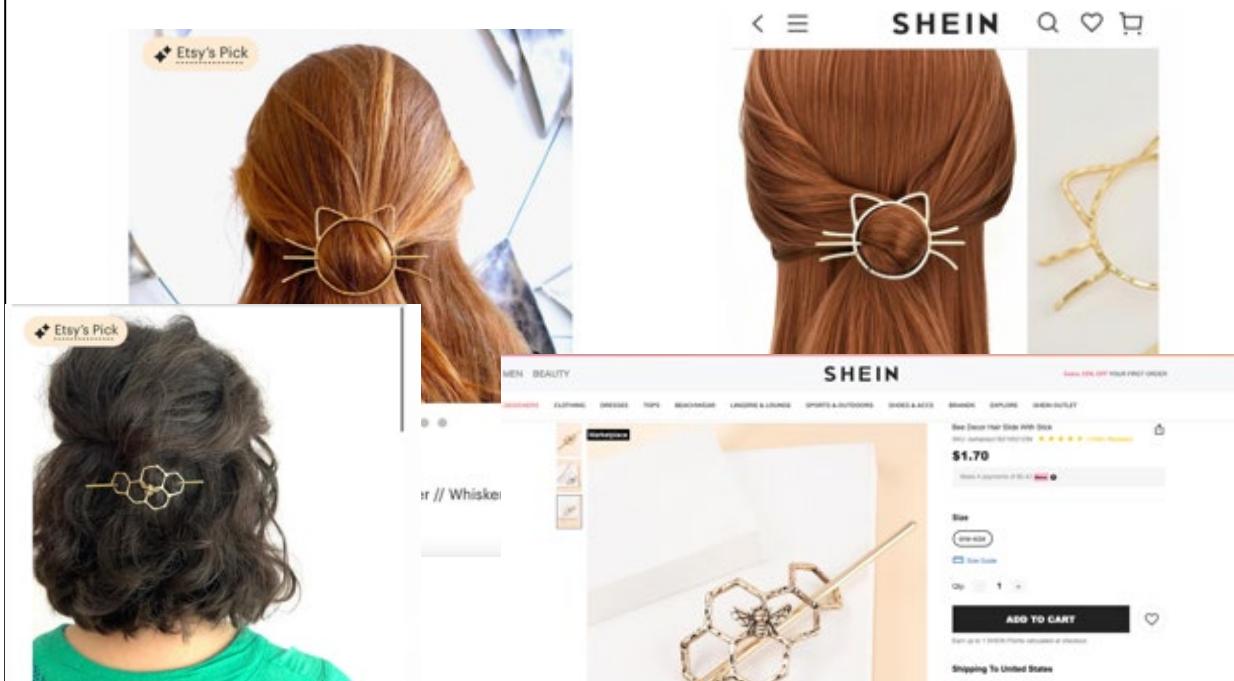
28 163. "Cat Hair Pin" is an original artwork first created by Pfeffer in 2016,

1 with its date of first publication on August 31, 2016. "Cat Hair Pin" is an original  
2 work protected by copyright law. Pfeffer applied to the copyright office and for  
3 registration for the work. Plaintiff has complied in all respects with the Copyright  
4 Act and all other laws governing copyright. Plaintiff has complied with 17 U.S.C. §  
5 411 in that the deposit, application, and fee required for registration have been  
6 delivered to the Copyright Office in proper form, and registration has been refused.

7 164. "Small Honeycomb Hair Pin" is an original design first created by  
8 Pfeffer in 2016, with its date of first publication October 16, 2016. Pfeffer applied to  
9 the copyright office and received registration for the Artwork on March 7, 2022,  
10 with registration number VA 2-296-180.

11 165. "Big Honeycomb Hair Pin" is an original design first created by Pfeffer  
12 in 2016, with its date of first publication December 16, 2016. Pfeffer applied to the  
13 copyright office and received registration for the Artwork on April 27, 2022, with  
14 registration number VA 2-306-180.

15 166. After Pfeffer's creation of these artworks and (on information and  
16 belief) with full knowledge of Pfeffer's intellectual property rights in the works, the  
17 Shein Entity Defendants, with the actual or imputed knowledge of and participation  
18 of Chiao, infringed Pfeffer's artwork by selling mechanical copies of the works, as  
19 seen below:



ed

INT

1 to willfully infringe Pfeffer's copyright by continuing to sell the infringing,  
2 mechanical copies of her works on the Shein Entity Defendants' websites.

3 167. All of the Shein Entity Defendants' acts were performed without  
4 Pfeffer's permission, license, or consent. The Shein Entity Defendants' infringement  
5 was particularly egregious in that it was willful and undertaken for purposes of  
6 commercial advantage and private financial gain.

7 168. As a result of the Shein Entity Defendants' infringement, Pfeffer has  
8 suffered and will continue to suffer substantial damage to her business in the form of  
9 diversion of trade, loss of profits, and a diminishment in the value of her art, rights,  
10 and reputation; all in amounts that are not yet ascertainable but not less than the  
11 jurisdictional minimum of this court. As a result of the Shein Entity Defendants'  
12 misconduct as alleged herein, Pfeffer's reputation and career has been irreparably  
13 tarnished, diminishing the value of her works, and decreasing revenue derived from  
14 her work.

15 169. By reason of its infringement of Pfeffer's copyright as alleged herein,  
16 the Shein Entity Defendants are also liable to her for the actual damages she has  
17 incurred as a result of the infringement, and for any profits of the Shein Entity  
18 Defendants directly or indirectly attributable to such infringement.

19 **COUNT VII**

20 **Trademark Infringement (15 U.S.C. § 1114)**

21 **(By Dirt Bike Kidz, Against the Shein Entity Defendants)**

22 170. Plaintiffs incorporate by this reference all paragraphs of this Complaint  
23 as if set forth in full in this cause of action.

24 171. Through Dirt Bike Kidz's use in commerce of the phrase and graphic  
25 "Dirt Bike Kidz," shown below, the public has come to associate that mark with Dirt  
26 Bike Kidz and its products. Further, the public has come to understand the mark as  
27 an indicator that Dirt Bike Kidz is the source of the goods bearing the mark.

28 172. Dirt Bike Kidz's trademark "Dirt Bike Kidz" was registered by the

1 United States Patent and Trademark Office on March 3, 2015, on the principal  
2 register, and thereafter maintained, with Serial Number 4696234. Plaintiff remains  
3 the current holder of the mark. The Shein Entity Defendants' use of the "Dirt Bike  
4 Kidz" trademark is likely to cause confusion, deception, and mistake by creating the  
5 false and misleading impression that SHEIN's goods are manufactured, associated  
6 with or connected with Dirt Bike Kidz, or have the sponsorship, endorsement, or  
7 approval of Dirt Bike Kidz.

8 173. The Shein Entity Defendants' use of the "Dirt Bike Kidz" trademark is  
9 identical to Dirt Bike Kidz's federally registered mark in violation of 15 U.S.C. §  
10 1114, as seen below:



11  
12  
13  
14  
15  
16 *Dirt Bike Kidz*



*Shein's Knockoff*

174. The Shein Entity Defendants' activities are causing and, unless  
18 enjoined by this Court, will continue to cause a likelihood of confusion and  
19 deception of members of the trade and public, and, additionally, injury to Dirt Bike  
20 Kidz's goodwill and reputation.

21 175. The Shein Entity Defendants' actions demonstrate an intentional,  
22 willful, and malicious intent to trade on the goodwill associated with Dirt Bike  
23 Kidz's mark to Dirt Bike Kidz's great and irreparable harm.

24 176. The Shein Entity Defendants caused and are likely to continue causing  
25 substantial injury to the public and to Dirt Bike Kidz, and Dirt Bike Kidz is entitled  
26 to injunctive relief and to recover the Shein Entity Defendants' profits, actual  
27 damages, enhanced profits and damages, costs, and reasonable attorneys' fees under  
28

1 15 U.S.C. §§ 1114, 1116, and 1117.

2 **COUNT VIII**

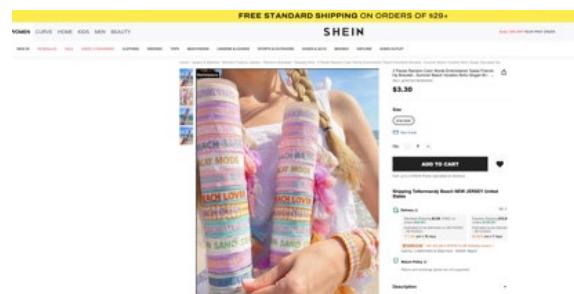
3 **Copyright Infringement**

4 **(By Estellejoylynn, LLC, Against the Shein Entity Defendants)**

5 177. Plaintiff incorporates by this reference all paragraphs of this Complaint  
6 as if set forth in full in this cause of action.

7 178. The photographs “Beach Bracelets 1” and “Beach Bracelets 2”  
8 (collectively, the “Beach Bracelet Photos”) are original works of art first created by  
9 EJL in 2023, with its date of first publication in April 2023. The “Beach Bracelet  
10 Photos” are original works protected by copyright law. EJL applied to the copyright  
11 office and for registration for the works on September 29, 2023. Plaintiff has  
12 complied in all respects with the Copyright Act and all other laws governing  
13 copyright. Plaintiff has complied with 17 U.S.C. § 411 in that the deposit,  
14 application, and fee required for registrations have been delivered to the Copyright  
15 Office in proper form, and registration has been granted, with registration number  
16 VA 2-364-536.

17 179. After EJL’s creation of the “Beach Bracelet Photos” works and (on  
18 information and belief) with full knowledge of EJL’s intellectual property rights in  
19 the works, the Shein Entity Defendants, with the actual or imputed knowledge of  
20 and participation of Chiao, infringed EJL’s works by using mechanical copies of the  
21 “Beach Bracelet Photos” as seen below:



28 COMPLAINT  
1167112.1

180. On information and belief, the Shein Entity Defendants have continued  
2 to willfully infringe EJL's copyrights by continuing to use the infringing,  
3 mechanical copies of her "Beach Bracelet Photos" works on the Shein Entity  
4 Defendants' websites.

181. All of the Shein Entity Defendants' acts were performed without EJL's  
5 permission, license, or consent. The Shein Entity Defendants' infringement was  
6 particularly egregious in it was willfully undertaken for commercial advantage and  
7 private financial gain.

9        182. As a result of the Shein Entity Defendants' infringement, EJL has  
10 suffered and will continue to suffer substantial damage to its business in the form of  
11 diversion of trade, loss of profits, and a diminishment in the value of its art, rights,  
12 and reputation; all in amounts that are not yet ascertainable but not less than the  
13 jurisdictional minimum of this court. As a result of the Shein Entity Defendants'  
14 misconduct as alleged herein, EJL's reputation and career has been irreparably  
15 tarnished, diminishing the value of its works, and decreasing revenue derived from  
16 its work.

17        183. By reason of its infringement of EJL's copyrights as alleged herein, the  
18 Shein Entity Defendants are also liable to it for the actual damages EJL has incurred  
19 as a result of the infringement, and for any profits of the Shein Entity Defendants  
20 directly or indirectly attributable to such infringement.

## **COUNT IX**

## **Removal of Copyright Management Information in Violation of the Digital Millennium Copyright Act (17 U.S.C 1202(b))**

**(By Estellejoylynn, LLC, Against the Shein Entity Defendants)**

184. Plaintiff incorporates by this reference all paragraphs of this Complaint  
as if set forth in full in this cause of action.

185. The Beach Bracelet Photos contained copyright management  
information protected under 17 U.S.C. Section 1202(b), including EJL's logo, as

1 shown below:



9 186. The Shein Entity Defendants, with the actual or imputed knowledge of  
10 and participation of Chiao, intentionally removed that copyright management  
11 information in the copies of the Beach Bracelet Photos the Shein Entity Defendants  
12 used on their websites.

13 187. The Shein Entity Defendants' conduct constitutes a violation of 17  
14 U.S.C. Section 1202(b).

15 188. The Shein Entity Defendants' removal of copyright management  
16 information was done without EJL's knowledge or authorization.

17 189. On information and belief, the Shein Entity Defendants' removal of  
18 copyright management information was done by the Shein Entity Defendants  
19 intentionally, knowingly, and with the intent to conceal the Shein Entity  
20 Defendants' infringement of EJL's copyright in the Beach Bracelet Photos. The  
21 Shein Entity Defendants also knew, or had reason to know, that such removal and/or  
22 alteration of copyright management information would conceal the Shein Entity  
23 Defendants' infringement of EJL's copyrights in the Beach Bracelet Photos.  
24 Lacking any way to know the Shein Entity Defendants' states of mind, EJL pleads  
25 Defendants' intent/knowledge on information and belief. The basis for such  
26 information and belief is an inference from the nature of the Shein Entity  
27 Defendants' copying: the most plausible explanation for the Shein Entity  
28 Defendants' choice to remove the EJL logo from the Shein Entity Defendants'

1 copies of Plaintiff's photographs is that the Shein Entity Defendants intended to  
2 obscure Plaintiff's company logo in order to make it less likely that Plaintiff would  
3 learn of the Shein Entity Defendants' infringement.

4 190. Plaintiff has sustained significant injury and monetary damages as a  
5 result of the Shein Entity Defendants' wrongful acts as hereinabove alleged.  
6 Plaintiff is at present unable to ascertain the full extent of the monetary damages it  
7 has suffered by reason of said acts. In order to determine the full extent of such  
8 damages, including such profits of the Shein Entity Defendants as may be  
9 recoverable under 17 U.S.C. Section 1203, Plaintiff requires an accounting from  
10 each of the Shein Entity Defendants of all monies generated from their wrongful  
11 falsification, alteration, and removal of Plaintiff's copyright management  
12 information.

13           191. In the alternative, Plaintiff may elect to recover statutory damages  
14 pursuant to 17 U.S.C. Section 1203(c)(3) in a sum of not more than \$25,000 from  
15 the Shein Entity Defendants for each violation of 17 U.S.C. 1202.

## COUNT X

## Copyright Infringement

18 | (By Jessica Louise Thompson Smith, Against the Shein Entity Defendants)

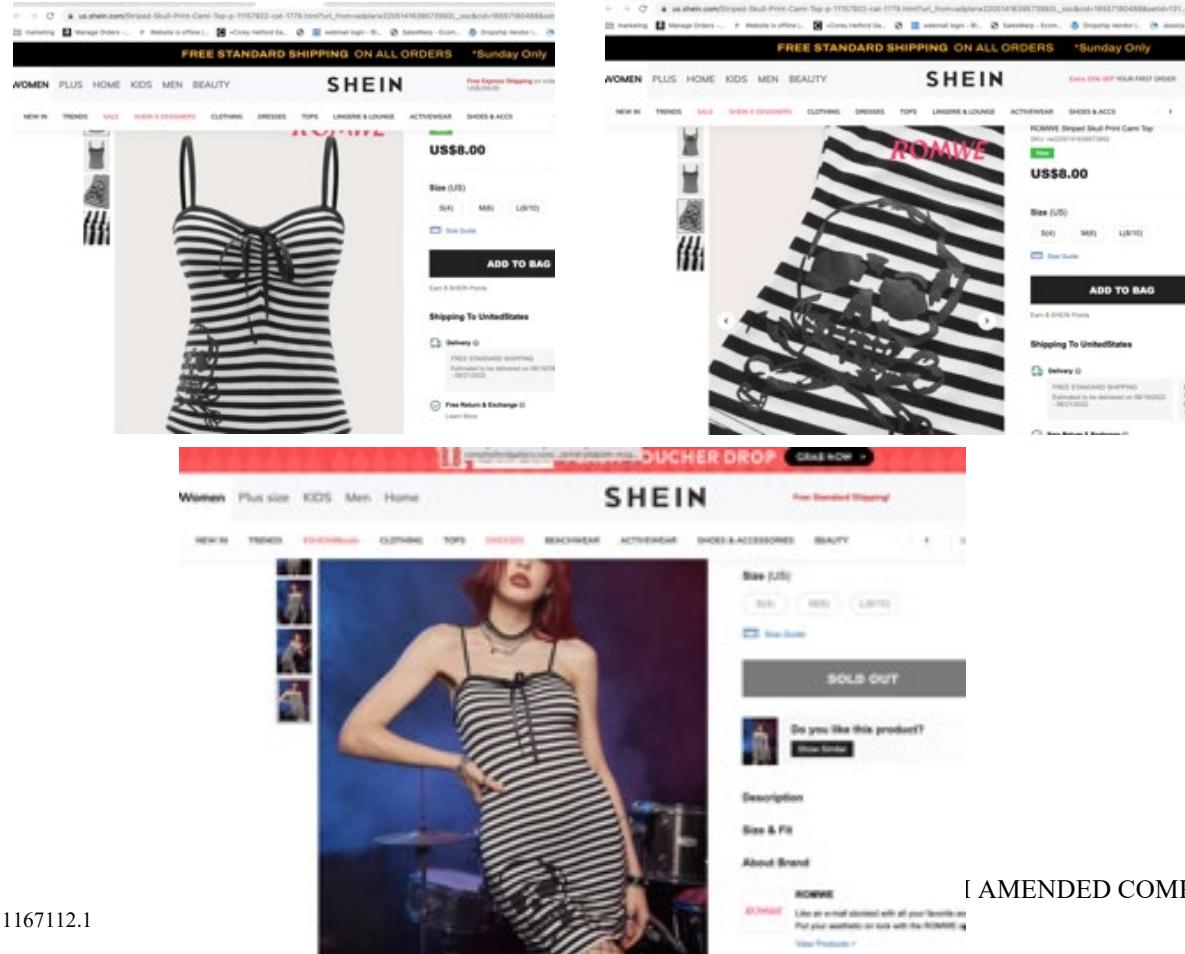
19       192. Plaintiff incorporates by this reference all paragraphs of this Complaint  
20 as if set forth in full in this cause of action.

193. “Avril Skull” is an original artwork first created by Smith in 1999, with its date of first publication at least as early as November 2004, when Smith began selling tops featuring the work (below, right). This work has become one of Smith’s most popular designs after being prominently worn by musician Avril Lavigne.



194. “Avril Skull” is an original work protected by copyright law. Smith applied to the copyright office and for registration for the work on October 5, 2023. Plaintiff has complied in all respects with the Copyright Act and all other laws governing copyright. Plaintiff has complied with 17 U.S.C. § 411 in that the deposit, application, and fee required for registration have been delivered to the Copyright Office in proper form, and registration has been granted (U.S. Copyright Registration No. VA00012364821).

195. After Smith’s creation of the “Avril Skull” work and (on information and belief) with full knowledge of Smith’s intellectual property rights in the work, the Shein Entity Defendants, with the actual or imputed knowledge of and participation of Chiao, infringed Smith’s artwork by selling a mechanical copy of the “Avril Skull” on nearly identical garments as Smith’s—and, as shown below, intentionally marketing these infringing goods with photographs that mimic musician Avril Lavigne in order to deceive customers about the origin of the garments:



196. On information and belief, the Shein Entity Defendants have continued to willfully infringe Smith’s copyright by continuing to sell the infringing, mechanical copy of her “Avril Skull” on the Shein Entity Defendants’ websites.

4        197. All of the Shein Entity Defendants' acts were performed without  
5 Smith's permission, license, or consent. The Shein Entity Defendants' infringement  
6 was particularly egregious in it was willful and undertaken for purposes of  
7 commercial advantage and private financial gain.

8        198. As a result of the Shein Entity Defendants' infringement, Smith has  
9 suffered and will continue to suffer substantial damage to her business in the form of  
10 diversion of trade, loss of profits, and a diminishment in the value of her art, rights,  
11 and reputation; all in amounts that are not yet ascertainable but not less than the  
12 jurisdictional minimum of this court. As a result of the Shein Entity Defendants'  
13 misconduct as alleged herein, Smith's reputation and career has been irreparably  
14 tarnished, diminishing the value of her works, and decreasing revenue derived from  
15 her work.

16        199. By reason of its infringement of Smith's copyright as alleged herein,  
17 the Shein Entity Defendants are also liable to her for the actual damages she has  
18 incurred as a result of the infringement, and for any profits of the Shein Entity  
19 Defendants directly or indirectly attributable to such infringement.

## COUNT XI

# Copyright Infringement

**(By Liv Lee, Against the Shein Entity Defendants)**

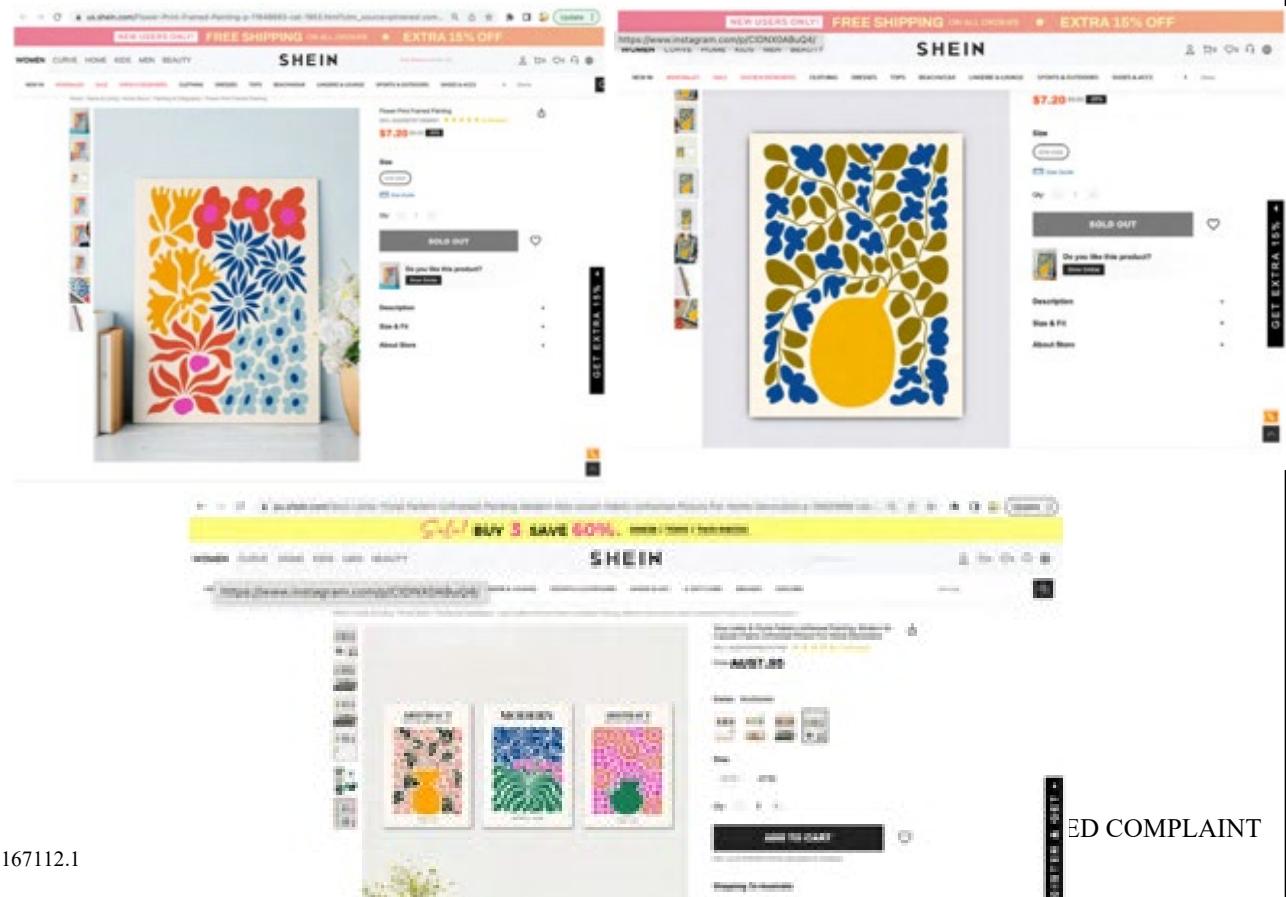
23       200. Plaintiff incorporates by this reference all paragraphs of this Complaint  
24 as if set forth in full in this cause of action.

25        201. “Wonky Flowers,” “Cassias,” and “Agapanthus” (collectively, the “Lee  
26 Works” shown below) are original artworks first created by Lee in Australia, with  
27 their respective dates of first publication at least as early as September 2020, April  
28 2022, and April 2020.



202. The Lee Works are exempt from the registration requirement under 17 U.S.C. § 411 because they are not a “United States work,” as that term is defined under 17 U.S.C. § 101.

203. After Lee’s creation of the “Lee Works” and (on information and belief) with full knowledge of Lee’s intellectual property rights in the Lee Works, the Shein Entity Defendants, with Chiao’s actual or imputed knowledge and participation, infringed Lee’s artwork by selling mechanical copies of the “Lee Works”:



204. On information and belief, the Shein Entity Defendants have continued to willfully infringe Lee’s copyrights by continuing to sell the infringing, mechanical copies of her “Wonky Flowers,” “Cassias,” and “Agapanthus” on the Shein Entity Defendants’ websites.

205. All of the Shein Entity Defendants' acts were performed without Lee's permission, license, or consent. The Shein Entity Defendants' infringement was particularly egregious in it was willful and undertaken for purposes of commercial advantage and private financial gain.

206. As a result of the Shein Entity Defendants' infringement, Lee has suffered and will continue to suffer substantial damage to her business in the form of diversion of trade, loss of profits, and a diminishment in the value of her art, rights, and reputation; all in amounts that are not yet ascertainable but not less than the jurisdictional minimum of this court. As a result of the Shein Entity Defendants' misconduct as alleged herein, Lee's reputation and career has been irreparably tarnished, diminishing the value of her works, and decreasing revenue derived from her work.

207. By reason of its infringement of Lee's copyright as alleged herein, the Shein Entity Defendants are also liable to her for the actual damages she has incurred as a result of the infringement, and for any profits of the Shein Entity Defendants directly or indirectly attributable to such infringement.

## COUNT XII

## **Racketeer Influenced and Corrupt Organizations Act**

## **18 U.S.C. §§ 1962(c) and 1964(c)**

**(By all Plaintiffs, Against Chiao)**

208. Plaintiff incorporates by this reference all paragraphs of this Complaint as if set forth in full in this cause of action.

## **Defendant Persons / Enterprises**

2 209. Xu, Chiao, SDC, SFG, Roadget, Zoetop, FMMGI, Guangzhou, Style  
3 Link, Shein Tech, Aitken, Wei, and the Shein Law Firms (or any subset or  
4 combination of this group) constitute an “enterprise,” within the meaning of 18 U.S.C.  
5 §§ 1961(4) & 1962(c), in that they are “a group of individuals associated in fact”  
6 (hereinafter referred to as the “SHEIN Enterprise”).

7 a. Xu, Chiao, SDC, SFG, Roadget, Zoetop, Guangzhou, Style Link, Shein Tech,  
8 Aitken, Wei, and/or the Shein Law Firms share the common purpose of (among  
9 other things) advancing SHEIN's business of selling clothing and apparel and  
10 enabling SHEIN to misappropriate and profit from the intellectual property of  
11 others with impunity.

12 b. Xu, Chiao, SDC, SFG, Roadget, Zoetop, Guangzhou, Style Link, Shein Tech,  
13 Aitken, Wei, and/or the Shein Law Firms are related in that they are all members  
14 or agents of SHEIN and that all seek to advance the business interests of  
15 SHEIN.

16 c. The SHEIN Enterprise possesses sufficient longevity for its members to carry  
17 out their purpose(s) in that the SHEIN Enterprise has operated since 2016 and  
18 continues to operate to this day.

19 Chiao is a “person,” within the meaning of 18 U.S.C. §§ 1961(3) & 1962(c), who  
20 individually conducted, participated in, engaged in, and operated and managed the  
21 affairs of the SHEIN Enterprise through a pattern of racketeering activity within the  
22 meaning of 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c). Said pattern of racketeering  
23 activity consisted of, but was not limited to, the acts of criminal copyright  
24 infringement (*supra*) and wire fraud (*supra*).

25 210. SDC, SFG, Roadget, Zoetop, Guangzhou, FMMGI, Style Link, and  
26 Shein Tech each, individually, constitute an “enterprise,” within the meaning of 18  
27 U.S.C. §§ 1961(4) & 1962(c), in that each is a “legal entity.” Chiao is a “person,”  
28 within the meaning of 18 U.S.C. §§ 1961(3) & 1962(c), who individually

1 conducted, participated in, engaged in, and operated and managed the affairs of  
2 SDC, SFG, Roadget, Zoetop, Guangzhou, Style Link, or Shein Tech through a pattern  
3 of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) &  
4 1962(c). Said pattern of racketeering activity consisted of, but was not limited to, the  
5 acts of criminal copyright infringement (*supra*) and wire fraud (*supra*).

6 211. At all relevant times, the enterprises alleged herein were engaged in, and  
7 their activities affected, interstate commerce and foreign commerce.

#### 8 **Pattern of Racketeering Activity**

9 212. All of the acts of racketeering described herein were related so as to  
10 establish a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1962(c),  
11 in that their common purpose was to misappropriate the designs of, infringe the  
12 copyrights of, and defraud Plaintiffs and other similarly situated designers; their  
13 common result was to misappropriate the designs of, infringe the copyrights of, and  
14 defraud Plaintiffs and other similarly situated designers; Chiao personally, and through  
15 his agents or enterprises described above, directly or indirectly, participated in all of  
16 the acts and employed the same or similar methods of commission; Plaintiffs, other  
17 similarly situated designers, consumers, and the public were the victims of the acts of  
18 racketeering; and/or the acts of racketeering were otherwise interrelated by  
19 distinguishing characteristics and were not isolated events.

20 213. All of the acts of racketeering described herein were continuous so as to  
21 form a pattern of racketeering activity in that Chiao has engaged in the predicate acts  
22 for a substantial period of time and/or Chiao's acts of racketeering project into the  
23 future with a threat of repetition in that the acts of racketeering are the regular way in  
24 which Defendants do business.

25 214. As a direct and proximate result of, and by reason of, the activities of  
26 Chiao and his conduct in violation of 18 U.S.C. § 1962(c), Plaintiffs were injured in  
27 their business or property, within the meaning of 18 U.S.C. § 1964(c). Plaintiffs'  
28 damages include, but are not limited to, diversion of trade, loss of profits, and a

1 diminishment in the value of their designs and art, their rights, and their respective  
2 reputations. Plaintiffs are, therefore, entitled to recover threefold the damages  
3 sustained together with the cost of the suit, including costs, reasonable attorneys' fees  
4 and reasonable experts' fees.

5 215. Pursuant to 18 U.S.C. § 1964(a), Chiao should be ordered to disgorge all  
6 ill-gotten profits earned by their violation of 18 U.S.C. § 1962(c).

7 **COUNT XIII**

8 **Racketeer Influenced and Corrupt Organizations Act**

9 **18 U.S.C. §§ 1962(c) and 1964(c)**

10 **(By all Plaintiffs, Against SDC, Zoetop, and Roadget)**

11 216. Plaintiff incorporates by this reference all paragraphs of this Complaint  
12 as if set forth in full in this cause of action.

13 **Defendant Persons / Enterprises**

14 217. SDC, SFG, Roadget, Zoetop, FMMGI, Guangzhou, Style Link, Shein  
15 Tech, and the Shein Law Firms (or any subset or combination of this group) constitute  
16 an “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) & 1962(c), in that they  
17 are “a group of individuals associated in fact” (hereinafter referred to as the “SHEIN  
18 Corporate Enterprise”).

19 a. SDC, SFG, Roadget, Zoetop, FMMGI, Guangzhou, Style Link, Shein  
20 Tech, and the Shein Law Firms share the common purpose of (among  
21 other things) advancing SHEIN’s business of selling clothing and  
22 apparel and enabling SHEIN to misappropriate and profit from the  
23 intellectual property of others with impunity.

24 b. SDC, SFG, Roadget, Zoetop, FMMGI, Guangzhou, Style Link, Shein  
25 Tech, and the Shein Law Firms are related in that they are all members or  
26 agents of Shein and that all seek to advance the business interests of  
27 Shein.

1 c. The SHEIN Corporate Enterprise possesses sufficient longevity for its  
2 members to carry out their purpose(s) in that the SHEIN Corporate  
3 Enterprise has operated since 2016 and continues to operate to this day.  
4 SDC, Roadget, and/or Zoetop, are each a “person,” within the meaning of 18 U.S.C.  
5 §§ 1961(3) & 1962(c), who individually conducted, participated in, engaged in, and  
6 operated and managed the affairs of the SHEIN Corporate Enterprise through a  
7 pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5)  
8 & 1962(c). Said pattern of racketeering activity consisted of, but was not limited to,  
9 the acts of criminal copyright infringement (*supra*) and wire fraud (*supra*). At all  
10 relevant times, the SHEIN Corporate Enterprise’s activities affected, interstate  
11 commerce and foreign commerce.

## **Pattern of Racketeering Activity**

13        218. All of the acts of racketeering described herein were related so as to  
14 establish a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1962(c),  
15 in that their common purpose was to misappropriate the designs of, infringe the  
16 copyrights of, and defraud Plaintiffs and other similarly situated designers; their  
17 common result was to misappropriate the designs of, infringe the copyrights of, and  
18 defraud Plaintiffs and other similarly situated designers; SDC, Roadget, and Zoetop,  
19 personally or through their agents or other members of SHEIN, directly or indirectly,  
20 participated in all of the acts and employed the same or similar methods of  
21 commission; Plaintiffs, other similarly situated designers, consumers, and the public  
22 were the victims of the acts of racketeering; and/or the acts of racketeering were  
23 otherwise interrelated by distinguishing characteristics and were not isolated events.

24        219. All of the acts of racketeering described herein were continuous so as to  
25 form a pattern of racketeering activity in that SDC, Roadget, and/or Zoetop have  
26 engaged in the predicate acts for a substantial period of time (2016 – the present)  
27 and/or SDC's, Roadget's, and/or Zoetop's acts of racketeering project into the future

1 with a threat of repetition in that the acts of racketeering are the regular way in which  
2 Defendants do business.

3        220. As a direct and proximate result of, and by reason of, the activities of  
4 SDC, Roadget, and/or Zoetop and their conduct in violation of 18 U.S.C. § 1962(c),  
5 Plaintiffs were injured in their business or property, within the meaning of 18 U.S.C. §  
6 1964(c). Plaintiffs' damages include, but are not limited to, diversion of trade, loss  
7 of profits, and a diminishment in the value of their designs and art, their rights, and  
8 their respective reputations. Plaintiffs are, therefore, entitled to recover threefold the  
9 damages sustained together with the cost of the suit, including costs, reasonable  
10 attorneys' fees and reasonable experts' fees.

11        221. Pursuant to 18 U.S.C. § 1964(a), SDC, Roadget, and/or Zoetop should be  
12 ordered to disgorge all ill-gotten profits earned by their violation of 18 U.S.C. §  
13 1962(c).

## PRAYER

15 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

16       1.    That each Plaintiff is awarded all damages, including future damages,  
17 that Plaintiff has sustained, or will sustain, due to the acts complained of herein,  
18 subject to proof at trial;

19 || 2. That each Plaintiff is awarded their costs and expenses in this action;

20 | 3. That each Plaintiff is awarded their attorneys' fees;

21       4. For an order permanently enjoining Defendants and their employees,  
22 agents, servants, attorneys, representatives, successors, and assigns, and all persons  
23 in active concert or participation with any of them, from engaging in the misconduct  
24 referenced herein;

25       5. That Defendants be ordered to file with this Court and serve upon  
26 Plaintiffs' counsel within thirty (30) days after services of the judgment demanded  
27 herein, a written report submitted under oath setting forth in detail the manner in  
28 which they have complied with the judgment;

6. For disgorgement of all proceeds, and restitution of the moneys wrongfully received by Defendants as the result of their wrongful conduct;

7. That each Plaintiff is awarded punitive damages in an amount sufficient to deter Defendants, and each of them, from their wrongful conduct;

8. For payment of treble damages to each Plaintiff pursuant to 18 U.S.C. § 1964(c); and

9. For further relief, as the Court may deem appropriate.

DATED: December 6, 2024

## WOOLLS PEER DOLLINGER & SCHER

By: /s/

Antoinette Waller  
Attorneys for Plaintiffs

## **DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial on their claims on all issues triable by a jury.

DATED: December 6, 2024

# WOOLLS PEER DOLLINGER & SCHER

By:       /s/

Antoinette Waller  
Attorneys for Plaintiffs